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ABSTRACT

This publication summarizes and compares legal provisions covering teacher tenure and contracts for each of the 50 states. The report is organized in three sections. Section 1 presents a summary comparison of the provisions of Washington's teacher contract law with corresponding statutory requirements of the other 49 states. Section 2 identifies those states with legislation that addresses selected issues related to teacher contract laws. Section 3 summarizes teacher contract statutes on a state-by-state basis. Because the focus of the report is on statutes, those teacher contract requirements contained in administrative rules or regulations are not included. An effort was made, however, to include both statutory and regulatory requirements for each state in the subsection on "appeal procedures." (JG)

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Washington State Senate

STATUTORY REQUIREMENTS OF TEACHER CONTRACT LAWS:

A Comparison of the 50 States' Continuing Contract and Teacher Tenure Laws

December 1976

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EA 009 517

INTRODUCTION

In March of 1976 the Washington Legislature passed Substitute House Bill 1364 which revised Washington state's teacher contract laws. When the bill was passed, considerable concern was expressed about the effects this measure might have on teacher contract rights. During the summer, staff was asked to compare Washington's law revisions with other state teacher contract laws.

The most recent information available which summarized each state's contract laws was entitled "Teacher Tenure and Contracts" published by the National Education Association in 1971. Because similar information had not been collected since then, a four-month study was undertaken to summarize and to compare certain aspects of each state's laws with the new Washington statute. Each state's contract law summary was submitted to the appropriate state for review and correction. Forty-nine states responded and their corrections have been incorporated into the report.

The attached report contains three sections. The first, entitled "Summary of State Teacher Contract Law Comparison", compares the statutory requirements of other states with Washington's continuing contract law in a numerical format. Section 2, entitled "State Teacher Contract Law Comparisons," identifies those states which address selected issues related to teacher contract laws. Section 3, entitled "State Teacher Contract Law Summary", summarizes teacher contract statutes, by state.

The report was prepared by Kris Van Gorkom, Research Analyst for the Senate Education Committee, with assistance from Linford Smith, Legal Assistant, and Peggy Pearl, Secretary.

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NOTES:

Because the focus of this report is on statute, only those teacher contract requirements which are contained in law are included. Teacher contract requirements contained in rule or regulation are not included. Special effort has been made, however, to include both statutory and regulatory requirements in the Appeal Procedures section under the "Type of Appeal" heading.

In some cases, more than 50 states may be identified numerically. That is because several states, notably Illinois, Missouri and Minnesota have teacher contract laws which apply spearately to different types of school districts.

SUMMARY OF STATE TEACHER CONTRACT LAW COMPARISONS

SUMMARY OF STATE TEACHER CONTRACT LAW COMPARISONS

Issue	Washington Law	State Comparison
SCOPE (Employees who are included under teacher contract laws)	Each teacher, principal, supervisor, superintendent, or other certificated employee.	36 state teacher contract laws include all certificated employees. 28 state teacher contract laws specifically include principals. 21 state teacher contract laws specifically include superintendents. SEE PAGE 11 FOR DETAILED STATE COMPARISONS.
PROBABLE CAUSE DETERMINATION FOR DISMISSAL OR NONRENEWAL	Superintendent.	25 state teacher contract laws allow determination of probable cause for dismissal or contract nonrenewal to be based upon the superintendent's recommendation. SEE PAGE 12 FOR DETAILED STATE COMPARISONS.
CAUSE FOR DISMISSAL OR NONRENEWAL	Undefined.	41 states define cause specifically. 9 states do not define cause. Examples of cause include incompetence, immorality, noncompliance with school laws, inefficiency, physical or mental disability, justifiable decrease in the number of teaching positions including decrease in enrollment, insubordination, neglect of duty, intemperance, habitual or excessive use of a controlled substance or intoxication. SEE PAGES 13-16 FOR DETAILED STATE COMPARISONS.

Issue	Washington Law	State Comparison
NOTICE REQUIREMENTS FOR DISMISSAL OR NON-RENEWAL	The employee must be notified of cause personally or by registered mail or by delivery to the employee's residence.	All states require that the employee be notified of the cause for the discharge or nonrenewal.
	An informal private hearing may be held prior to the board's formal consideration.	8 states stipulate that an informal private hearing may be held prior to the board's formal consideration.
		SEE PAGES 17 & 18 FOR DETAILED STATE COMPARISONS.
HEARING REQUIREMENTS	A hearing will be held at the employee's request.	13 states require the hearing to be held automatically.
	The hearing will be open or closed at the employee's request.	18 states require the hearing to be open or closed at the employee's request only.
	A hearing officer will conduct the hearing. The officer will be appointed by both parties.	10 states require the use of a hearing officer or panel.
		5 states, at the employer's option, may use a hearing officer or panel.
		2 states, at the employee's option, may use a hearing officer or panel.
	The decision will be rendered by the board, however, at the board's request and on the employee's concurrence, the decision will be rendered by the hearing officer.	5 states require the decision to be made by a third party, hearing panel or officer.
		12 states require the hearing officer's or examiner's decision to be advisory.
		SEE PAGES 19-28 FOR DETAILED STATE COMPARISONS.
APPEAL REQUIREMENTS	Appeal may be made to the superior court.	30 states allow appeals to the court system.
		18 states allow appeal to a state administrative agency or commission.

Issue	Washington Law	State Comparison
Appeal Requirements (continued)	Appeal will be confined to the hearing record except in case of irregularities in procedure or abridgment of the employee's constitutional free speech rights.	23 states require appeal to be based on the hearing record. 20 states allow de novo review (a new hearing of the case).
	The court will hear the case without a jury.	8 states specifically stipulate that judicial review will be conducted without a jury.
	The employee may appeal directly to superior court without a board hearing in budgetary matters.	3 states allow direct appeal without board hearing. SEE PAGES 29-31 FOR DETAILED STATE COMPARISONS.
EVALUATION OF EMPLOYEES	All employees must be evaluated for at least sixty minutes per year and must be supervised in an improvement program if deficiencies are noted.	18 states require evaluation of tenured and/or probationary teachers. 5 states require that school boards develop evaluation policies. SEE PAGES 32 & 33 FOR DETAILED STATE COMPARISONS.
PROBATION FOR NEW AND TRANSFER EMPLOYEES	One-year probationary period for new employees.	1 state requires less than a year of probation for new employees. 2 states require a one-year probationary period for new employees. 11 states require a two-year probationary period for new employees. 34 states require a three-year probationary period for new employees. 1 state requires a four-year probationary period for new employees. 2 states require a five-year probationary period for new employees.

Issue	Washington Law	State Comparison
Probation (cont.)	One-year probationary period for transferring continuing contract employees.	3 states specifically do not require a probationary period for transferring employees. 5 states specifically require a one-year probationary period for transferring employees. 1 state specifically requires an 18-month probationary period for transferring employees. 9 states specifically require a two-year probationary period for transferring employees. 10 states specifically require a three-year probationary period for transferring employees. 1 state specifically requires a five-year probationary period for transferring employees.
	Should the probationary employee's contract not be renewed, he or she will be notified in writing stating the reason.	16 states require that discharged probationary employees receive a statement of cause.
	The probationary employee will, upon request, be given opportunity for an informal hearing before the board.	11 states grant the probationary employee a hearing before the board. 4 states specifically do not grant the probationary employee a hearing. 7 states specifically limit the right to a hearing to continuing contract teachers.
	The decision of the board is not subject to appeal.	10 states specifically do not allow judicial review or appeal of the board's decision. 1 state allows judicial review of the board's decision.

SEE PAGES 34-38 FOR DETAILED STATE COMPARISONS.

Summary of State Teacher Contract Law Comparisons

Issue	Washington Law	State Comparison
CONTRACT RENEWAL DATES:	May 15th for both probationary and continuing contract employees.	26 states have contract renewal dates for continuing contract or tenure teachers earlier than May 15. 2 state's contract renewal dates for continuing contract or tenure teachers are May 15. 13 states have floating renewal dates for continuing contract or tenure teachers. (Not all states have contract renewal dates for continuing contract or tenure employees. Some states have different contract renewal dates for different types of school districts.) SEE PAGES 39-41 FOR DETAILED STATE COMPARISONS.

STATE TEACHER CONTRACT LAW COMPARISONS

SCOPE

WASHINGTON LAW:

TEACHER, PRINCIPAL, SUPERVISOR, SUPERINTENDENT OR OTHER CERTIFICATED EMPLOYEE.

ALL CERTIFICATED OR LICENSED EMPLOYEES ARE INCLUDED UNDER THE TEACHER CONTRACT LAW:

Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Illinois (districts), Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota (all other cities), Mississippi, Missouri (statewide), Montana, Nebraska (Class IV and V districts), Nevada, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Virginia, *WASHINGTON,* West Virginia, Wisconsin, Wyoming.

SUPERINTENDENTS SPECIFICALLY ARE INCLUDED UNDER THE TEACHER CONTRACT LAW:

Alaska, Arkansas, Idaho, Indiana, Kansas, Kentucky, Massachusetts, Michigan, Minnesota (all other cities), Mississippi (nonrenewal), Nevada, New York, North Dakota, Ohio, Oklahoma, Rhode Island, South Dakota, Tennessee, Texas, *WASHINGTON,* West Virginia.

PRINCIPALS ARE SPECIFICALLY INCLUDED UNDER THE TEACHER CONTRACT LAW:

Alabama, Alaska, Arizona (if at least 50% of the time is spent in the classroom), Arkansas, Georgia, Hawaii, Idaho, Indiana, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi (nonrenewal), Missouri (metropolitan districts), New Hampshire, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, *WASHINGTON,* West Virginia.

SUPERINTENDENTS ARE SPECIFICALLY EXCLUDED FROM THE TEACHER CONTRACT LAW:

Colorado, Connecticut, Delaware, Florida, Illinois (city), Iowa, Kentucky, Minnesota (first class cities), Missouri, Montana, New York, North Carolina, Wisconsin (counties with over 500,000 population).

PROBABLE CAUSE DETERMINATION
FOR DISMISSAL OR NONRENEWAL

WASHINGTON LAW:

THE SUPERINTENDENT.

THE LOCAL GOVERNING BODY DETERMINES CAUSE:

Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Georgia, Idaho, Illinois (districts), Indiana, Kansas, Maine, Massachusetts, Minnesota (all other cities), Missouri (statewide), Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma (generally), Pennsylvania, Rhode Island, South Carolina, Texas, Utah, Wisconsin.

DETERMINATION OF CAUSE IS BASED UPON THE SUPERINTENDENT'S RECOMMENDATION:

California (nonrenewal), Colorado, Georgia, Illinois (cities), Iowa, Kentucky, Maine, Maryland, Mississippi, Missouri (metropolitan districts), Nevada, North Carolina, Oklahoma (county school districts), Oregon, Vermont (suspension), Virginia, *WASHINGTON,* West Virginia.

THE LOCAL SCHOOL BOARD OR SUPERINTENDENT DETERMINES CAUSE:

Alaska, Colorado, Florida, Georgia, New Hampshire, New Jersey, South Dakota, Wyoming.

ANY PERSON MAY MAKE CHARGES BASED ON CAUSE:

California, Michigan, Minnesota (first class cities), New Jersey, Tennessee.

STATE DEPARTMENT OF EDUCATION THROUGH THE SUPERINTENDENT DETERMINES CAUSE:

Hawaii

CAUSE FOR DISMISSAL OR NONRENEWAL

WASHINGTON LAW:

NOT ADDRESSED.

INCOMPTENCY, INADEQUATE PERFORMANCE, OR FAILURE TO FULFILL A TEACHER'S RESPONSIBILITIES:

Alabama, Alaska, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois (districts), Indiana, Kansas, Kentucky, Louisiana, Maryland, Mississippi, Missouri (statewide), Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York (all cases except for city school districts), North Carolina, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Vermont, Virginia, West Virginia, Wyoming.

IMMORALITY:

Alabama, Alaska, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois (districts), Indiana, Kentucky, Maryland, Minnesota (first class cities and dismissal of tenure teachers in all other cities), Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New York (all cases except for city school districts), North Carolina, North Dakota (dismissal), Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Texas, Virginia, West Virginia, Wisconsin (counties with over 500,000 population), Wyoming.

NONCOMPLIANCE WITH SCHOOL LAWS:

Alaska, California, Connecticut, Hawaii, Idaho, Indiana, Kentucky, Minnesota (all other cities), Missouri, Montana, Nebraska, Nevada, New Hampshire, North Carolina, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Texas, Vermont, Virginia, Wisconsin (counties with over 500,000 population).

INSUBORDINATION:

Alabama, Colorado, Connecticut, Delaware, Florida, Georgia, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Missouri (statewide), Nebraska, Nevada, New Mexico, New York (all cases except for city school districts), North Carolina, North Dakota (dismissal), Oregon, Tennessee, West Virginia, Wyoming.

GOOD AND JUST CAUSE:

Alabama, Colorado, Connecticut, Georgia, Hawaii, Idaho, Illinois (districts), Indiana, Massachusetts, Michigan, Minnesota (all other cities), Mississippi, New Jersey, New Mexico, New York (general case), North Carolina, Ohio, Oregon, Rhode Island, Tennessee, Texas, Virginia, Wisconsin (counties with over 500,000 population, Wyoming.

JUSTIFIABLE DECREASE IN THE NUMBER OF TEACHING POSITIONS INCLUDING A DECREASE IN ENROLLMENT OR BUDGETARY RESTRAINTS:

Alabama, Alaska (nonrenewal), Arizona, California, Colorado, Connecticut, Delaware (nonrenewal), Georgia, Hawaii, Indiana, Kentucky, Maine, Massachusetts, Michigan, Minnesota (first class cities), Missouri (metropolitan districts), Nebraska, Nevada, New Jersey, North Carolina, North Dakota (nonrenewal), Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, Utah, West Virginia, Wisconsin (counties with over 500,000 population), Wyoming.

NEGLECT OF DUTY OR MISCONDUCT IN OFFICE:

Alabama, Colorado, Delaware, Florida, Georgia, Illinois (districts), Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Minnesota (all other cities), Mississippi, Nebraska, Nevada, New York (all cases except for city school districts), North Carolina, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Vermont, West Virginia, Wyoming.

INEFFICIENCY:

Connecticut, Hawaii, Kansas, Kentucky, Massachusetts, Minnesota, Missouri, North Dakota (dismissal), Nevada, New Jersey, New York, Ohio, Oregon, Tennessee, Texas, Wisconsin (counties with over 500,000 population).

PHYSICAL OR MENTAL DISABILITY:

California, Colorado, Connecticut, Kentucky, Michigan (employee may be placed on unrequested leave of absence for up to one year), Minnesota (first class cities and nonrenewal of tenure teachers in all other cities), Missouri, Nebraska, Nevada, New Mexico, New York (all cases except for city school districts), North Carolina, North Dakota (dismissal), Oregon, Pennsylvania, Texas, Virginia.

CONDUCT UNBECOMING A TEACHER OR UNPROFESSIONAL CONDUCT:

Arizona, California, Kentucky, Massachusetts, Minnesota, Nebraska (class I, II, III, VI districts), New Jersey, New York (all cases except city school districts), North Dakota (dismissal), Tennessee.

INTEMPERANCE AND HABITUAL OR EXCESSIVE USE OF A CONTROLLED SUBSTANCE OR INTOXICATION:

Florida, Mississippi, North Carolina, Pennsylvania, South Carolina, Texas, West Virginia.

CONVICTION OF A CRIME INVOLVING MORAL TURPITUDE:

California, Florida, Missouri (statewide), Nevada, North Carolina, Oklahoma, Oregon, South Carolina, Texas.

CRUELTY:

Illinois (districts), Mississippi, Oklahoma, Pennsylvania, West Virginia.

CONVICTION OF A FELONY:

California, Colorado, Minnesota, Missouri, Nevada, North Dakota (dismissal), Oregon.

DISHONESTY:

California, Louisiana, Nevada, South Carolina.

ADVOCATING THE OVERTHROW OF THE GOVERNMENT OR DISLOYALTY TO THE GOVERNMENT:

Nevada, North Carolina, Oklahoma, Pennsylvania.

INCAPACITY TO TEACH:

Massachusetts, New Jersey, New York (general case).

VIOLATION OF STATE OR FEDERAL LAW:

Missouri (metropolitan districts), Pennsylvania, South Carolina.

UNFITNESS TO TEACH:

California, Maine, Montana, Nevada.

INADEQUATE PERFORMANCE:

North Dakota and Oregon.

EXCESSIVE ABSENCE:

Missouri (statewide).

WILFULL FAILURE TO PAY DEBTS:

Texas.

FAILURE TO ATTEND TO DUTIES OR ORDERS:

Vermont.

DISLOYALTY:

Delaware.

INCITING STUDENTS TO DISOBEY STATE LAWS:

Georgia.

CAUSE A NEGOTIABLE ITEM:

Maine.

FAILURE TO GIVE EVIDENCE OF PROFESSIONAL GROWTH:

Nebraska, Nevada.

FAILURE TO MAINTAIN CERTIFICATION:

New York, North Carolina.

MEMBERSHIP IN AN UNLAWFUL ORGANIZATION:

Louisiana (parish teacher).

NOT SPECIFICALLY DEFINED:

Arkansas, Iowa, Maine (negotiable item), Michigan, New Mexico (cause defined by rule), Rhode Island, Utah (cause must be established by the board), *WASHINGTON*, Wisconsin (general situation or for Milwaukee).

NOTICE REQUIREMENTS FOR DISMISSAL OR NONRENEWAL

WASHINGTON LAW:

EMPLOYEE MUST BE NOTIFIED IN WRITING OF CAUSE PERSONALLY, BY CERTIFIED OR REGISTERED MAIL, OR BY DELIVERY TO THE EMPLOYEE'S RESIDENCE. THE EMPLOYEE SHALL BE GRANTED THE OPPORTUNITY FOR A PREHEARING CONFERENCE WITH THE BOARD.

A STATEMENT OF CAUSE OR COMPLETE BILL OF PARTICULARS MUST BE SENT TO THE EMPLOYEE:

Alabama, Alaska, Arizona, Arkansas (optional), California, Colorado, Connecticut (upon request), Delaware, Florida (dismissal), Georgia (upon request), Hawaii, Idaho, Illinois (districts), Indiana (upon request), Iowa (nonrenewal), Kansas, Kentucky, Louisiana, Maine (upon request), Maryland, Massachusetts (upon request), Michigan, Minnesota (all other cities), Mississippi (nonrenewal, upon request), Missouri, Montana (upon request), Nebraska (class IV or V district, upon request), Nevada, New Hampshire, New Jersey (upon request), New Mexico, New York, North Carolina, North Dakota (dismissal, upon request), Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota (upon request), Tennessee, Texas, Utah, Vermont, Virginia, *WASHINGTON*, West Virginia, Wisconsin (counties), Wyoming.

WRITTEN NOTICE MUST BE PROVIDED TO THE EMPLOYEE:

Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa (nonrenewal), Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia (notice may be in writing or may be made by personal interview), *WASHINGTON*, West Virginia, Wisconsin, Wyoming.

NOTICE MUST BE DELIVERED OR MAILED TO THE EMPLOYEE:

Alabama, Arizona, Arkansas, California, Colorado, Delaware, Georgia (dismissal), Illinois (districts), Iowa (nonrenewal), Minnesota (first class cities), Mississippi (nonrenewal), Missouri (statewide), Montana, Nevada, New Jersey, New York, North Carolina, Oregon, Pennsylvania, South Carolina, Utah (dismissal), Virginia, *WASHINGTON*.

NOTICE MUST INCLUDE THE TIME, DATE AND PLACE FOR CONSIDERATION OF THE ISSUE:

Alabama, Georgia (dismissal), Illinois, Indiana, Iowa, Kentucky, Minnesota (first class cities), Mississippi, New Mexico, North Carolina, Oklahoma, Pennsylvania.

NOTICE MUST BE GIVEN A CERTAIN AMOUNT OF TIME BEFORE THE BOARD'S CONSIDERATION OF THE ISSUE:

Alabama, Arizona, Georgia (dismissal), Illinois, Indiana, Kansas, Louisiana, Massachusetts, Michigan, Minnesota (first class cities), Mississippi, Missouri (statewide), Nevada, North Carolina, Ohio, Oklahoma, Rhode Island, South Dakota, Texas, Utah, West Virginia, Wisconsin (general situation), Wyoming.

AN INFORMAL PRIVATE HEARING WILL BE HELD BEFORE THE BOARD'S FORMAL CONSIDERATION:

Iowa, Missouri (statewide), New Jersey, North Carolina, South Dakota, Texas, *WASHINGTON*, Wisconsin (general situation).

THE CHARGES MUST BE SIGNED BY AN OFFICIAL OF THE BOARD OR BY THE PERSON MAKING THE CHARGES:

Florida, Hawaii, Kentucky, Louisiana, Michigan, Minnesota (first class cities), New York, Ohio, Pennsylvania, Tennessee.

THE NOTICE MUST INCLUDE A STATEMENT THAT THE TEACHER MAY REQUEST A HEARING:

Alabama, Colorado, Kansas, Minnesota (all other cities), Mississippi, Nevada, North Carolina, South Carolina, Utah, Virginia.

THE NOTICE MUST BE FILED WITH THE BOARD:

Florida, Michigan, Minnesota (first class cities), New York, Vermont.

THE SCHOOL BOARD MAY DISREGARD THE CHARGES LEVIED AGAINST THE TEACHER:

Colorado, Florida, Michigan, Minnesota (first class cities), New Jersey, New York, Tennessee.

THE NOTICE MUST INCLUDE A COPY OF THE LAW OR A STATEMENT OF THE TEACHER'S RIGHTS:

Arizona, Colorado, Delaware, Georgia, Michigan, Montana, Oregon, Tennessee.

SUSPENSION OF THE EMPLOYEE IS AUTOMATIC UPON NOTICE:

Vermont.

HEARING REQUIREMENTS

WASHINGTON LAW:

THE REQUEST MUST BE IN WRITING, FILED WITH THE BOARD WITHIN TEN DAYS AFTER RECEIPT OF NOTICE. IF THE EMPLOYEE DOES NOT REQUEST A HEARING, THE EMPLOYEE MAY BE DISCHARGED BY THE BOARD WITHOUT A HEARING.

THE EMPLOYEE MUST BE NOTIFIED IN WRITING OF THE DATE, TIME AND PLACE OF THE PREHEARING CONFERENCE AT LEAST THREE DAYS BEFORE TIME. THE HEARING WILL BE CONDUCTED BY A HEARING OFFICER APPOINTED BY BOTH PARTIES. THE HEARING WILL BE OPEN OR CLOSED AT THE EMPLOYEE'S REQUEST. COUNSEL, A PREHEARING CONFERENCE AND WITNESSES ARE ALLOWED. SUBPOENAS AND DEPOSITIONS ARE ALSO ALLOWED. A COMPLETE RECORD MUST BE KEPT OF THE PROCEEDINGS. A MAJORITY OF THE BOARD OF DIRECTORS SHALL HEAR ALL OF THE EVIDENCE SUBMITTED AT THE HEARING AND SHALL MAKE THE DECISION BY MAJORITY VOTE; OR AT THE BOARD'S REQUEST AND THE EMPLOYEE'S CONCURRENCE, THE HEARING OFFICER MAY MAKE THE FINAL DECISION. WRITTEN NOTICE OF THE DECISION SHALL BE SENT TO THE EMPLOYEE NO LATER THAN TEN DAYS FOLLOWING CONCLUSION OF THE HEARING; OR THE BOARD IF THE EMPLOYEE CONSENTS MAY HAVE THE HEARING CONDUCTED SOLELY BY THE HEARING OFFICER AND NOTICE OF THE HEARING OFFICER'S DECISION SHALL BE SENT TO THE EMPLOYEE AND BOARD WITHIN TEN DAYS FOLLOWING CONCLUSION OF THE HEARING. THE DECISION OF THE BOARD OR HEARING OFFICER SHALL BE BASED SOLELY UPON THE CAUSE STATED IN THE NOTICE AND SHALL BE BASED ON A PREPONDERANCE OF EVIDENCE.

EMPLOYEE'S REQUEST FOR HEARING:

The employee may request a hearing within a certain amount of time after receiving notice:

Within two days:

North Dakota (dismissal).

Within five days:

Alabama (at least five days prior to the date set for the hearing),
Iowa, Nebraska, New Hampshire, North Carolina,
Oregon.

Within seven days:

California (nonrenewal), Colorado (dismissal), Mississippi (nonrenewal), South Dakota, Vermont (suspension).

Within ten days:

Connecticut (nontenure employees), Delaware, Florida (dismissal), Hawaii, Kentucky, Missouri (statewide), Montana, Nevada, New York, North Carolina (formal hearing), Ohio, Texas, *WASHINGTON,* Wyoming.

Within fourteen days

Minnesota (all other cities).

Within fifteen days:

Alaska, Indiana, Kansas, Maine, North Carolina (informal hearing), Rhode Island, South Carolina, Virginia.

Within twenty days:

Connecticut (tenure employees), Oklahoma (nonrenewal).

Within thirty days:

Arizona, Arkansas, California (dismissal), Idaho, Tennessee.

Not specified:

Massachusetts, Michigan, Montana, Wisconsin.

The employee's request for a hearing must be in writing:

Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Hawaii, Indiana, Iowa, Kansas, Minnesota (all other cities), Montana, Nebraska, New Hampshire, Ohio, Rhode Island, South Carolina, South Dakota, Tennessee, Vermont, *WASHINGTON*, Wisconsin (counties with over 500,000 population), Wyoming.

Failure by the employee to request a hearing will allow the procedings to progress without employee input:

California, Colorado, Florida, Hawaii, Iowa, Missouri (statewide), Nevada, New York, North Carolina, South Carolina, Texas, *WASHINGTON*.

Failure by the employee to request a hearing renders the hearing notice a notice of termination:

Delaware, Kentucky (board decision will be final), Minnesota (all other cities).

If the employee does not request a hearing, the board's decision shall be final:

Alabama, Mississippi (nonrenewal).

The hearing shall be held automatically:

Georgia (dismissal), Illinois, Louisiana, Maryland, Minnesota (first class cities), Missouri (metropolitan districts), Nebraska (Class IV or V districts), New Hampshire, New Jersey, New Mexico, Oklahoma, Pennsylvania, West Virgina.

TIME TABLE FOR CONDUCTING THE HEARING:

The hearing must be conducted within a specific amount of time after the service of charges or request for hearing:

The hearing must be arranged immediately:

Alaska, Nevada.

The prehearing conference must be held within five days of the selection of the hearing officer:

WASHINGTON.

The hearing cannot be conducted earlier than five days after the hearing request:

Indiana.

The hearing must be conducted at least five but no more than ten days after the request:

Arkansas.

The hearing must be conducted not less than five nor more than fifteen days after notice:

New Mexico.

The hearing must be conducted within seven days after the request:

South Dakota.

The hearing must be conducted not less than seven nor more than twenty days after notice:

North Carolina.

The hearing must be conducted within at least ten days after the request:

Montana, Nebraska (Class I, II, III, VI and government districts), Oklahoma (not less than ten days), Texas, Vermont (suspension).

The hearing must be conducted at least ten but not more than fifteen days after the request:

Pennsylvania, South Carolina.

The hearing must be conducted at least ten but not more than twenty days after the request:

Iowa.

The hearing must be conducted at least ten but not more than thirty days after the request:

Wisconsin (counties with over 500,000 population), Wyoming.

The hearing must be conducted within fourteen days of the request:

Mississippi (nonrenewal).

The hearing must be conducted with fifteen days of the request:

Connecticut, Idaho, Maine, New Hamphsire, Vermont (nonrenewal).

The hearing must be conducted within twenty days of the request:

Nebraska (Class IV or V districts), New York.

The hearing must be conducted at least twenty but not more than thirty days after the request:

Alabama, Kentucky, Missouri (statewide).

The hearing must be conducted at least twenty-one days after the request:

Delaware.

The hearing must be conducted within twenty-five days after the hearing examiner is appointed:

Colorado.

The hearing must be conducted at least thirty days after the request:

Arizona, Hawaii, Missouri (metropolitan districts), Ohio, Tennessee (dismissal), Virginia, Wyoming.

The hearing must be conducted at least thirty but not more than forty-five days after the request:

Michigan.

The hearing must be conducted at least thirty but not more than sixty days after filing of charges:

Illinois (districts).

The hearing must be conducted not more than sixty days after the request:

California, New Jersey.

The employee must be notified of the hearing within a specific amount of time before the hearing is conducted:

The employee must be notified not less than three days before the hearing:

Vermont (suspension), *WASHINGTON* (prehearing conference).

The employee must be notified not less than five days before the hearing:

Indiana, Iowa, South Carolina, Tennessee.

The employee must be notified not less than seven days before the hearing:

Colorado.

The employee must be notified not less than ten days before the hearing:

Florida, Maryland, Minnesota (first class cities), Nebraska (Class IV or V district), West Virginia, Wisconsin (Milwaukee).

The employee must be notified not less than fifteen days before the hearing:

Delaware, Hawaii, Virginia.

The employee must be notified not less than twenty days before the hearing:

Ohio, Missouri (statewide).

The employee must be notified not less than thirty nor more than forty days before the hearing:

Nebraska (Class IV or V district).

The employee must be notified in a timely fashion:

Minnesota (all other cities).

The employee must be notified in writing of the date, time and place of the hearing:

Alaska, Colorado, Delaware, Florida, Hawaii, Iowa, Mississippi (nonrenewal), Nebraska, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Vermont, Virginia, *WASHINGTON*.

WHO CONDUCTS THE HEARING:

The board will conduct the hearing:

Alabama, Alaska, Arkansas, Delaware (a majority of the board must conduct the hearing), Florida, Hawaii (a majority of the board must con-

duct the hearing), Idaho, Illinois (cities), Indiana, Iowa (a majority of the board must conduct the hearing), Kentucky, Louisiana, Maine, Massachusetts, Michigan (a majority of the board must conduct the hearing), Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Jersey (the hearing may be before the commissioners' appointee), New Mexico, North Dakota, Ohio (a majority of the board must conduct the hearing), Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, *WASHINGTON* (a majority of the board must conduct the hearing), West Virginia, Wisconsin, Wyoming.

A hearing examiner may be used at the teacher's option:

North Carolina, Texas (for prehearing).

A hearing examiner may be used at the board's option:

Georgia (members shall be chosen by the board or the matter may be referred to the Professional Practices Commission), Hawaii (hearing officer shall be selected by the board), Kansas, New York (members shall be chosen by both parties), Utah.

A hearing examiner may be used at either party's option:

Connecticut (members selected by both parties), Ohio.

A hearing examiner must be used:

Arizona (members chosen by each party), California (members chosen by each party), Colorado (members chosen by each party), Illinois (districts), Maryland (certain counties, chosen by a board), Kansas (members chosen by each party), Oklahoma (members chosen by each party), Oregon (members chosen by the superintendent of public instruction), Nevada (members chosen by each party), *WASHINGTON* (hearing officer chosen by each party).

PUBLIC VERSUS PRIVATE HEARING:

The hearing shall be public or private at the employee's option:

Alabama, Alaska, Delaware, Hawaii, Kentucky, Louisiana (state and parish), Michigan, Minnesota, Missouri (metropolitan districts), Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, *WASHINGTON*, Wisconsin (counties with over 500,000 population).

The hearing shall be public or private at the employer's option:

Massachusetts.

The hearing shall be public or private at either party's option:

Arkansas, Colorado, Connecticut, Illinois (districts), Maine, Tennessee.

The hearing must be public:

Florida, Mississippi, Missouri (statewide), Texas.

The hearing must be private:

Iowa, North Carolina.

CONDUCT OF THE HEARING:

Counsel is specifically allowed at the hearing:

Alabama, Alaska, Arizona, Arkansas, California. Colorado, Connecticut, Delaware, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi (nonrenewal), Missouri, Nebraska (Class IV or V district), Nevada, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont (suspension), Virginia, *WASHINGTON,* Wisconsin (counties with over 500,000 population), Wyoming.

Oath or affirmation of witnesses is required:

Alabama, Alaska, Arizona, California, Delaware, Hawaii, Iowa, Kansas, Kentucky, Louisiana (Orleans), Michigan, Minnesota. Missouri (statewide), Nevada, New Jersey, New York, North Dakota (dismissal), Ohio, Pennsylvania, South Carolina, Tennessee, Wyoming.

Witnesses are specifically allowed to testify:

Alabama, Arizona, California, Colorado, Delaware, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Minnesota, Mississippi (dismissal), Missouri (statewide, the number of witnesses may be limited), Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont (nonrenewal), Virginia, *WASHINGTON,* Wyoming.

Evidence must be heard:

Alabama, California, Colorado, Idaho, Illinois, Indiana, Iowa, Massachusetts, Minnesota, Mississippi, Missouri (statewide), Nebraska (Class I, II, III, VI, and government districts), Nevada, New Jersey, Oklahoma, South Carolina, South Dakota, Tennessee, Texas, Vermont (nonrenewal), Virginia, Wyoming.

Cross examination of witnesses is allowed:

Alabama, Alaska, California, Colorado, Delaware, Hawaii, Idaho, Illinois (districts), Iowa, Kansas, Minnesota, Missouri (statewide), New Jersey, North Carolina, North Dakota (dismissal), Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Wyoming.

Subpoenas may be used:

Alabama, Alaska, California, Colorado, Delaware, Georgia, Hawaii, Illinois, Iowa, Kansas, Kentucky, Louisiana (Orleans), Michigan, Minnesota, Mississippi (dismissal), Missouri (statewide), New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, *WASHINGTON*.

Testimony is specifically allowed to be taken:

California, Colorado, Indiana, Iowa, Kansas, Massachusetts, Michigan, Minnesota, Missouri (statewide), Nevada, New Jersey, New Mexico, New York, North Carolina, Oregon, Pennsylvania, South Carolina, Tennessee, Utah, Virgina, Wyoming.

The employee is specifically allowed to make a defense:

Iowa, Missouri (metropolitan districts), New Mexico, Tennessee.

The hearing must be confined to cause:

Delaware, Hawaii, Iowa, Minnesota (all other cities), Ohio, *WASHINGTON*.

The hearing must be fair and all evidence presented:

New Hampshire, South Dakota.

HEARING TRANSCRIPTS:

A hearing transcript must be kept:

Alabama, Alaska, Arizona, Colorado, Delaware, Hawaii, Illinois, Iowa, Kansas, Kentucky, Michigan, Minnesota, Mississippi (nonrenewal), Missouri (statewide), North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, South Dakota, Virginia, *WASHINGTON*, Wisconsin (counties with over 500,000 population), Wyoming.

A hearing transcript must be furnished to the employee free of charge:

Arkansas, Delaware, Illinois (districts), Kansas, Minnesota (first class cities), Missouri (statewide), North Carolina, Virginia.

A hearing transcript must be furnished to the employee at cost:

Alaska, Minnesota (all other cities), Mississippi (nonrenewal), South Carolina (each party pays half the cost).

A hearing transcript must be furnished to the employee:

Kentucky, Michigan, Ohio, Rhode Island.

A hearing transcript must be furnished at either party's request:

Alaska, Iowa, Kansas, North Dakota (dismissal).

A hearing transcript must be furnished at each party's expense:

Illinois (cities).

THE DECISION:

The board's decision requires a majority vote.

Alabama, Alaska, Florida, Hawaii, Indiana, Iowa, Kentucky, Massachusetts (by a two-thirds vote in a union city and Boston), Michigan, Minnesota (first class cities), Missouri (statewide), Montana, Nebraska, New York, Ohio, Pennsylvania (by a two-thirds vote), Texas, Virginia, *WASHINGTON*, Wisconsin (general situation), Wyoming.

The hearing examiner's decision is advisory:

Arizona, Colorado, Connecticut, Georgia, Hawaii, Kansas, Maryland (certain counties), Nevada, New York, North Carolina, Ohio, *WASHINGTON* (optional).

The hearing examiner's decision is final:

California, Illinois (districts), Oregon, Utah, *WASHINGTON* (optional).

The decision must be written:

Alaska, Colorado, Delaware, Idaho, Iowa, Michigan, Minnesota, Nevada, New Hampshire, New Jersey, New Mexico, Ohio, South Dakota, Tennessee, Vermont, Virginia, *WASHINGTON*.

If the decision is not unanimous, appeal is allowed:

West Virginia.

The employee's notice of the decision:

The employee must be notified of the decision--

Immediately after the decision:

Iowa, Tennessee.

Within two days of the decision:

South Dakota.

Within three days of the decision:

Missouri (statewide), Vermont.

Within five days of the decision:

Michigan, North Carolina.

Within seven days of the decision:

Colorado, Mississippi (nonrenewal), South Dakota.

Within ten days of the decision:

Alaska, Missouri (statewide), New Mexico, Pennsylvania, Tennessee, Virginia, *WASHINGTON*.

Within fifteen days of the decision:

Delaware, Virginia.

Within thirty days of the decision:

Kansas.

Before April 1st:

Minnesota (all other cities).

AWARD OF DAMAGES:

If acquitted, the employee shall be reinstated and back pay will be awarded:

Delaware, Florida, Hawaii, New York, Ohio, Texas.

If acquitted the charges must be expunged from the employee's record:

Hawaii, Minnesota, New York, Ohio, Pennsylvania.

Costs are generally borne by both parties:

California (if the employee loses), Connecticut (if a hearing panel is used), Kansas, Nevada.

Costs are borne by the loser:

Tennessee.

Hearings shall be paid for by the board:

Arizona (teacher must pay for own attorney and witness fees if he loses), California (if employee wins), Georgia, Illinois (districts, hearing officer will be paid by the state board of education), Missouri (teacher must pay for own counsel).

LIABILITY:

No participant shall be liable for any erroneous statement that was made in good faith:

Iowa, North Dakota (nonrenewal).

APPEAL REQUIREMENTS

WASHINGTON LAW:

THE APPEAL SHALL BE TO THE SUPERIOR COURT. THE APPEAL WILL BE CONFINED TO THE RECORD EXCEPT IN CASES OF IRREGULARITIES IN PROCEDURE OR ABRIDGMENT OF THE EMPLOYEE'S CONSTITUTIONAL FREE SPEECH RIGHTS. THE COURT WILL HEAR ORAL ARGUMENTS AND BRIEFS WITHOUT A JURY. IF THE COURT AWARDS THE DECISION TO THE EMPLOYEE, AND IF THE COURT FINDS THE PROBABLE CAUSE DETERMINATION WAS MADE IN BAD FAITH OR UPON INSUFFICIENT LEGAL GROUNDS, THE COURT MAY AWARD THE EMPLOYEE FEES, COSTS AND LOST COMPENSATION. DIRECT APPEAL TO SUPERIOR COURT WITHOUT A LOCAL HEARING IS ALLOWED IN BUDGETARY MATTERS.

APPEAL TRIBUNAL:

Appeal shall be made to an administrative agency:

Alabama, Florida, Georgia, Idaho, Iowa, Maryland, Michigan, Mississippi (dismissal), Montana, New Hampshire, New Jersey, New Mexico, New York, Oklahoma, Pennsylvania, Rhode Island, Texas, West Virginia (if the board's decision is not unanimous).

Appeal shall be made to the courts:

Alabama, Alaska, Arizona, California, Colorado, Connecticut (dismissal), Delaware, Florida (annual contract employees), Hawaii, Idaho, Illinois, Kansas, Kentucky, Louisiana, Massachusetts, Minnesota, Mississippi (non-renewal), Missouri (statewide), Nebraska, Nevada, North Carolina, Ohio, Oregon, South Carolina, South Dakota, Tennessee, Utah, Virginia, *WASHINGTON*, Wyoming.

TYPE OF APPEAL:

De novo appeal is specifically allowed:

Alaska, Idaho, Kansas, Kentucky, Louisana, Maryland, Massachusetts, Michigan, Mississippi, Montana, New Hampshire (if either party requests), New Mexico, Oklahoma, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, West Virginia.

Appeal shall be based on the record:

Alabama, Arizona*, California*, Colorado*, Connecticut (dismissal), Delaware, Florida*, Georgia, Hawaii**, Illinois**, Iowa*, Minnesota (all other cities), Missouri (statewide), Nebraska, Nevada*, New Jersey, New York, North Carolina, Ohio*, Oregon**, Pennsylvania*, *WASHINGTON***, Wyoming**.

* Further testimony or evidence may be submitted if irregular procedures were used or if the submission of additional evidence is deemed advisable by the appeal official.

** The board's decision may be overturned on appeal if it is apparent that irregularities in procedure occurred or the employee's rights were abridged.

Direct appeal to the court is allowed:

Alabama (if the teacher is not afforded a local hearing), Arkansas, *WASHINGTON* (in budgetary matters).

No appeal is allowed:

California (nonrenewal), Connecticut (nonrenewal), Indiana, Missouri (metropolitan districts), North Dakota (if board's decision was made in good faith), West Virginia (if the board's decision is unanimous), Wisconsin (Milwaukee and counties with over 500,000 population).

Note:

Vermont and Virginia statutes do not define the scope of appeal.

Maine's appeal procedures are determined by collective bargaining.

In Idaho, the appeal may be heard by the Professional Practices Commission. The Commission, however, has no legal authority to require action by the board.

May a jury be used by the tribunal for the appeal?

No:

Delaware, Hawaii, Iowa, Maryland, Minnesota, North Carolina, Rhode Island, *WASHINGTON*.

PARTIES MAY APPEAL THE LOCAL BOARD OR EXAMINER'S DECISION WITHIN A CERTAIN [illegible] OF TIME:

Appeal must within ten days:

Delaware, Iowa, Montana (dismissal), New Hampshire.

Appeal may be made within fifteen days:

Alabama, Missouri (statewide), Texas.

Appeal must be made within twenty days:

Oklahoma (by June 30 for nonrenewal).

Appeal must be made within thirty days:

Arizona, Connecticut (dismissal), Florida, Hawaii, Kansas, Kentucky, Massachusetts, Michigan, Mississippi (nonrenewal), Nevada, New Jersey, New Mexico, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee.

Appeal must be made within thirty-five days:

Illinois.

Appeal must be made within sixty days:

Colorado.

Appeal must be made within ninety days:

South Dakota.

Appeal must be made within one year:

Louisiana (parish).

WHO MAY APPEAL:

The employee may appeal the decision:

Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut (dismissal), Delaware, Iowa, Kentucky, Massachusetts, Michigan, Missouri (statewide), Montana, Nevada, New Hampshire, New Mexico, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, West Virginia.

Either party may appeal the decision:

California, Georgia, Mississippi (dismissal), Oregon, Utah.

The aggrieved party may appeal the decision:

Mississippi, New Jersey, South Dakota, Wyoming.

IS FURTHER APPEAL SPECIFICALLY ALLOWED:

Yes:

Alabama, Colorado, Illinois, Iowa, Kansas, Kentucky, Maryland, Massachusetts, Mississippi (dismissal), Missouri, Montana (dismissal), Nevada, New Mexico, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas.

No:

Delaware, Hawaii, Iowa, Maryland, Minnesota, North Carolina, Rhode Island.

AWARD OF DAMAGES:

If the appeal tribunal finds for the teacher, the teacher shall be reinstated with back pay and damages:

Delaware, Louisiana (parish), Massachusetts, Minnesota (all other cities), Missouri (statewide), Montana, South Carolina, *WASHINGTON*.

EVALUATION OF EMPLOYEES

WASHINGTON LAW:

ALL CONTINUING CONTRACT AND PROBATIONARY EMPLOYEES MUST BE EVALUATED. PROBATIONARY TEACHERS MUST BE EVALUATED DURING THEIR FIRST NINETY DAYS OF EMPLOYMENT. ALL OTHER EMPLOYEES MUST BE EVALUATED FOR AT LEAST SIXTY MINUTES PER YEAR. IF DEFICIENCIES ARE NOTED, THE EMPLOYEE MUST BE SUPERVISED IN AN IMPROVEMENT PROGRAM. SANCTIONS ARE AUTHORIZED AGAINST ADMINISTRATORS WHO DO NOT EVALUATE EMPLOYEES.

EVALUATION OF CONTINUING CONTRACT AND PROBATIONARY EMPLOYEES IS REQUIRED:

Arizona, California, Connecticut, Florida, Hawaii (at least once per year), Kansas, Minnesota (all other cities), Missouri (statewide), Nevada, Oregon, Pennsylvania, South Dakota, *WASHINGTON,* West Virginia (by rule).

EVALUATION OF PROBATIONARY OR NONTENURED EMPLOYEES IS REQUIRED:

Idaho, Michigan, New Jersey (three times per year).

EVALUATION OF CONTINUING CONTRACT OR TENURED TEACHERS IS REQUIRED:

Nevada (annually), New Mexico.

LOCAL POLICY DICTATES IF EVALUATION OF EMPLOYEES IS REQUIRED:

Connecticut, Missouri (statewide), North Carolina.

SUPERINTENDENTS OR SUPERVISORS MUST SUPERVISE THE WORK OF EMPLOYEES:

Maine, New Hampshire, South Carolina.

CHARGES AGAINST EMPLOYEES MUST BE SUPPORTED BY A WRITTEN RECORD OF EMPLOYEE PERFORMANCE:

Kentucky.

CHARGES AGAINST PROBATIONARY EMPLOYEES MUST BE SUPPORTED BY EVIDENCE OF SUPERVISION:

Minnesota (all other cities), Missouri.

TENURED EMPLOYEES MUST BE GIVEN AN OPPORTUNITY TO IMPROVE WHEN DEFICIENCIES IN THEIR PERFORMANCE ARE NOTED:

Arizona, Illinois, Minnesota (all other cities), Missouri, New Mexico, South Carolina, Utah.

EACH SCHOOL DISTRICT MUST HAVE A WRITTEN PERSONNEL OR EVALUATION POLICY:

Arkansas, North Carolina.

THE STATE BOARD MUST DEVELOP STANDARDS OF COMPETENCY FOR EMPLOYEES:

Nebraska.

THE BOARD MUST ESTABLISH AND IMPLEMENT EVALUATION PROCEDURES:

Iowa, Kansas.

A BOARD'S DECISION TO DISMISS A TEACHER MAY BE BASED ON THE BOARD'S EVALUATION OF THE TEACHER'S COMPETENCY:

Tennessee.

PROBATION FOR NEW AND TRANSFER EMPLOYEES

WASHINGTON LAW:

A ONE-YEAR PROBATIONARY PERIOD FOR NEW AND TRANSFERRING EMPLOYEES IS REQUIRED. THE PROBATIONARY EMPLOYEE MUST BE EVALUATED DURING HIS OR HER FIRST NINETY DAYS OF EMPLOYMENT. SHOULD A SUPERINTENDENT DETERMINE THAT THE EMPLOYEE'S CONTRACT SHOULD NOT BE RENEWED, THE EMPLOYEE SHALL BE NOTIFIED IN WRITING STATING THE REASON. THE EMPLOYEE UPON REQUEST WILL BE GIVEN OPPORTUNITY TO MEET INFORMALLY WITH THE BOARD. THE DECISION OF THE BOARD IS NOT SUBJECT IS APPEAL.

THE LENGTHS OF PROBATION FOR NONTENURED EMPLOYEES IS--

A majority of the school year:

South Carolina.

One year:

Mississippi (nonrenewal), *WASHINGTON*.

Two years continuous employment in the school district:

Kansas, Minnesota (all other cities).

Two years continuous employment in the school district plus reemployment:

Alaska.

The first two years of the contract:

Nebraska (Class I, II, III, VI districts).

Two years:

Illinois (districts, optional third year).

Not to exceed two years:

Maine, Maryland.

Two consecutive years:

Hawaii (may be expanded to five years).

First two years of employment in the school district:

Illinois (district, optional third year), Michigan (optional third year), Pennsylvania.

First two consecutive years of employment in the school district:

Iowa (optional third year), Minnesota (all other cities).

Three years in the state, two years in the school district:

Delaware.

Three consecutive years plus employment:

Alabama, Arizona, Colorado, Connecticut, Georgia, Idaho, Montana, Nebraska, New Jersey, New Mexico, North Carolina, Rhode Island, Tennessee, West Virginia, Wisconsin (counties with over 500,000 population), Wyoming.

First three consecutive years:

Minnesota (first class cities), Nevada.

First three years of employment in a metropolitan district:

Missouri (metropolitan districts).

Three years consecutive:

California, Massachusetts, Texas (optional fourth year), Wisconsin (Milwaukee).

Three consecutive years plus reemployment:

Nebraska (Class IV or V districts, optional additional two years probation), New Mexico.

Three years for the right to a hearing:

New Hampshire.

Three years:

Illinois (cities), Louisiana, Maine, New York, Oklahoma, Oregon, South Dakota, Tennessee, Virginia, West Virginia.

Three out of five years in the school district:

Florida (optional fourth), Ohio.

Four consecutive years in the same school district or four out of six years in the same school district:

Kentucky.

Five successive years plus reemployment:

Indiana, Missouri (statewide).

THE PROBATIONARY EMPLOYEE'S RIGHT TO DUE PROCESS UPON DISMISSAL--

Nonrenewal of a contract may occur for any cause:

Alaska, Connecticut, Massachusetts, Missouri, Nebraska (Class I, II, III, VI school district), North Carolina, Oregon, *WASHINGTON*.

Termination of the probationary employee must be based on cause:

California (dismissal), Colorado (dismissal), Florida, Iowa, Louisianna, Minnesota, Nevada, North Carolina, Rhode Island.

The employee must receive a written statement of cause or notice of cause:

Alaska (upon request), California (upon request), Colorado, Connecticut (upon request), Illinois (cities), Indiana (upon request), Iowa, Louisiana, Massachusetts (upon request), Minnesota, Montana (upon request), New York, Oregon, Rhode Island (upon request), Texas, *WASHINGTON*.

The employee will receive a hearing with the school board:

Alaska (informal, upon request), California (upon request), Colorado, Connecticut, Massachusetts, Nevada, North Carolina, Oregon, Rhode Island, Texas (upon request), *WASHINGTON* (informal).

The employee is not allowed a hearing with the school board:

Delaware, Maine, Michigan, New Hampshire.

Only continuing contract employees are entitled to a hearing:

Montana, New Hampshire, New Mexico, Pennsylvania, Rhode Island, South Dakota, Wyoming.

Probationary employees do not have the right to appeal the board's decision:

Arizona (dismissal), Connecticut, Delaware, Iowa, Michigan, Minnesota, Nebraska (Class IV and V school districts), Nevada, Texas, *WASHINGTON*.

Probationary employees have the right to appeal the board's decision:

California.

The employee receives due process if his or her constitutional rights are abridged:

New Hampshire.

Only continuing contract or tenure teachers receive due process:

Kansas.

The dismissal procedure during the contract period is the same for tenure and nontenure teachers:

Colorado.

LENGTH OF PROBATIONARY PERIOD FOR CONTINUING CONTRACT TEACHERS WHO TRANSFER TO A NEW SCHOOL DISTRICT:

No probationary period:

Florida (at board's option), Pennsylvania, Rhode Island (unless notified).

One year:

Kentucky (at board's option), Michigan (may be waived), Minnesota (all other cities), Virginia (may be waived), *WASHINGTON*.

Eighteen months:

Connecticut.

First two years of contract:

Nebraska (Class I, II, III, VI districts).

Two years:

Nevada, New York, North Carolina (may be waived), Ohio (may be waived).

Two consecutive years employment in the school district:

Iowa (optional third, may be waived), Kansas (may be waived).

Two consecutive years plus reemployment:

Alaska, Wyoming (may be waived).

Three consecutive years plus reemployment with the school district:

Alabama, Georgia (with the same school board), New Mexico.

First three consecutive years of employment:

Minnesota (first class cities).

Three successive years under contract:

Nebraska (Class IV and V districts, optional additional two years probation).

State board may grant tenure to any teacher who has been continuously employed for thirty-six months or who has previously had tenure in that or any other school district:

Colorado.

Three years in the state, two years in the school district:

Delaware.

Three years:

California, Louisiana, Massachusetts (one year at board's option).

Five consecutive years plus reemployment in a school district:

Nevada, Missouri (statewide).

CONTRACT RENEWAL DATES

WASHINGTON LAW:

May 15.

January 1 through March 16:

Alaska (tenure employees).

January 1 through the end of school:

Alaska (probationary employees).

March 1:

California (tenure employees), Connecticut (probationary employees), Rhode Island (nonrenewal).

March 1 through the third Monday in March:

South Dakota.

March 15:

Iowa, Kansas, New Hampshire (employees who have taught for more than one year in a school district), Oregon, Wisconsin, Wyoming.

April 1:

Florida (probationary employees), Idaho (tenure employees), Minnesota (probationary employees), Mississippi, Montana (tenured employees), Nebraska (Class IV or V district, tenured employees), Nevada, Texas (probationary employees), West Virginia (tenured employees).

April 10:

Oklahoma.

April 15:

Arizona (tenured employees), Colorado (probationary employees), Georgia, Massachusetts (probationary employees), Missouri (statewide and probationary employees in metropolitan district), Montana (probationary employees), North Dakota (nonrenewal), South Carolina, Tennessee, Vermont (unless otherwise negotiated), Virginia.

April 30:

New Jersey (probationary employees), Ohio (probationary employees).

May 1:

Delaware, Indiana (probationary employees).

May 15:

California (probationary employees), Idaho (probationary employees), Kentucky (probationary employees), Nebraska (Class I, II, III, VI district), *WASHINGTON*.

During the school year:

New Mexico (tenured employees), New York (tenured employees).

Start of the second semester through ten days after termination of the school term:

Arkansas.

Four months before the close of school:

Minnesota (first class cities, tenured employees).

Two months before the end of the school year:

Utah (nonrenewal).

Sixty days before the close of school:

Michigan, Nebraska (government districts).

One month prior to the close of the school year:

Rhode Island (dismissal).

Fourteen days before the end of school:

New Mexico (by regulation).

Last day of the school term:

Alabama, Alaska (probationary employees).

Six months before the end of the contract:

Maine.

Sixty days before the end of the contract:

Illinois (districts), Nebraska (government districts), New York.

Thirty through forty days before consideration of cancellation:

Indiana (tenured employees).

Thirty days before the end of the employment period:

New York (probationary employees), North Carolina (probationary employees).

Thirty days before removal:

Minnesota (first class cities, probationary employees).

Within ten days of the evaluation rating:

Pennsylvania (probationary employees).

Upon notice:

New Hampshire (probationary employees).

Subject to collective bargaining:

Hawaii.

STATE TEACHER CONTRACT LAW SUMMARY

STATE:	Alabama
STATUTE:	Code of Alabama. Title 52, Chapter 13, Sections 351 through 361.
SCOPE:	Certified instructors, principals or supervisors.
PROBABLE CAUSE DETERMINATION:	The employing board of education.
CAUSE:	Grounds for cancellation include incompetency, insubordination, neglect of duty, immorality, justifiable decrease in the number of teaching positions or other good and just cause.
NOTICE REQUIREMENT:	Prior to termination the employee must be given notice in writing together with a detailed statement of reasons. The notice must be delivered by registered mail. The notice must also include the time and place where the teacher may appear before the board to answer the charges within the notice. This date may not be less than twenty or more than thirty days after service of notice. The notice must state that if the teacher desires a hearing he must file notice of intent to contest at least five days prior to the date set for the hearing.
HEARING REQUIREMENT:	At the option of the employee there may be a hearing at which the board presides. If the teacher does not request a hearing within five days the board may terminate the contract by majority vote and such decision shall be final. The hearing shall be open or closed at the discretion of the teacher. The teacher may appear with or without counsel and may present and cross examine witnesses and offer other evidence. Evidence may be taken under oath and depositions may be used. The board is authorized to issue subpoenas for witnesses or papers. A record of the proceedings shall be kept. Following the hearing the board shall make a determination of the issues by majority vote and such decision may be delayed only five days.
APPEAL REQUIREMENT:	The action of the board at the hearing shall be final unless arbitrarily unjust. The teacher does have a right to appeal to the state tenure commission, if filed within fifteen days of the decision of the board. The matter is to be heard by the commission within forty days of the board decision. The board and the teacher may be heard before the commission and the decision is to be based on the record. The commission shall reach a decision in the matter within five days. Action of the commission may be further reviewed through a petition for mandamus in the circuit court. A teacher on continuing contract service may appeal directly to the state tenure commission if not afforded a hearing as required.

EVALUATION: Not addressed.

PROBATION: A teacher does not obtain continuing contract status until he has been employed in the same county or city system for three consecutive years and reemployed for a fourth. An instructor with continuing service status promoted to principal or supervisor must serve three consecutive years in that position before continuing service status in that position will apply. This will not jeopardize the continuing service status of an instructor.

CONTRACT RENEWAL DATES: Regardless of whether on continuing contract service or not any teacher is deemed offered reemployment unless notice is given in writing on or before the last school day. The teacher shall be deemed to have accepted reemployment unless he notifies the board in writing on or before June 15.

NOTES:

Teacher salaries:

The salaries of teachers on continuing contract service may be changed to accord with a general salary schedule adopted by the board.

Teacher transfers:

Teachers on continuing contract service may be transferred from one position, school or grade to another if given prior notice. Upon receipt of such notice, the teacher may obtain a hearing if demanded within fifteen days. The hearing shall be held within fifteen days of the demand and the teacher shall be given a statement of reasons at least five days prior to the hearing. The hearing shall be the same as for dismissal (see hearing requirement above). The teacher may appeal the decision to the state tenure commission. This appeal shall be heard on the record.

STATE: Alaska

STATUTE: Alaska Statutes. Title 14, Sections 20.130 through 20.210.

SCOPE: A person serving in a teaching, counselling, or administrative capacity and required to be certificated in order to hold the position.

PROBABLE CAUSE DETERMINATION: The school board or superintendent which appoints the teacher.

CAUSE:

Dismissal: A teacher, including a teacher who has acquired tenure rights, may be dismissed at any time only for the following causes:

(1) Incompetency, which is defined as the inability or the unintentional or intentional failure to perform the teacher's customary teaching duties in a satisfactory manner;

(2) Immorality, which is defined as the commission of an act which, under the laws of the state, constitutes a crime involving moral turpitude; or

(3) Substantial non-compliance with the school laws of the state, the regulations or bylaws of the department, the bylaws of the district, or the written rules of the superintendent.

Nonrenewal: A teacher who has acquired tenure rights is subject to non-retention for the following school year only for the following causes:

(1) Incompetency, which is defined as the inability or the unintentional or intentional failure to perform the teacher's customary teaching duties in a satisfactory manner;

(2) Immorality, which is defined as the commission of an act which, under the laws of the state, constitutes a crime involving moral turpitude;

(3) Substantial non-compliance with the school laws of the state, the regulations or bylaws of the department, the bylaws of the district, or the written rules of the superintendents; or

(4) The necessary reduction of staff occasioned by a decrease in school attendance.

NOTICE REQUIREMENT: An employer shall include a statement of cause and a complete bill of particulars.

HEARING REQUIREMENT:

The tenure teacher may, within 15 days immediately following receipt of the notification, notify the employer in writing that he requests a hearing before the school board. The tenure teacher may require in the notification that:

(1) The hearing be either public or private;

(2) The hearing be under oath or affirmation;

(3) He has the right to cross examination;

(4) He be represented by counsel; and

(5) He have the right to subpoena a person who has made allegations which are used as a basis for the decision of the employer.

Upon receipt of the notification requesting a hearing, the employer shall immediately arrange for a hearing, and shall notify the tenure teacher or administrator in writing of the date, time, and place of the hearing. A written transcript, tape, or similar recording of the proceedings shall be kept. Transcribed copies shall be furnished to the tenure teacher for cost upon his request. A final decision of the school board requires a majority vote of the membership. The vote shall be by roll call. The final decision shall be written and contain specific findings of fact and conclusions of law. A written notification of the decision shall be furnished to the tenure teacher within ten days of the date of the decision.

APPEAL REQUIREMENT:

If a school board reaches a decision unfavorable to a teacher, the teacher is entitled to a de novo trial in the superior court.

EVALUATION:

Not addressed.

PROBATION:

A teacher acquires tenure rights in a district when he:

(1) Possess a standard teaching certificate; and

(2) Has been employed as a teacher in the same district continuously for two full school years and is reemployed for the school year immediately following the two full school years.

(3) A teacher who has not acquired tenure rights is subject to non-retention for the school year following the expiration of his contract for any cause which the employer determines to be adequate. However, at his request, the teacher is entitled to a written statement of the causes for his non-retention. The boards of city and borough school districts and regional educational attendance areas shall provide a procedure

under which a non-retained teacher may, at his request, be heard informally by the board.

(4) A teacher who has not attained tenure rights is not entitled to judicial review.

CONTRACT RENEWAL DATES:

An employer may after January 1st, issue contracts for the following school year to employees. If the teacher who has acquired tenure rights is not to be retained for the following school year, the employer shall notify the teacher of the non-retention by writing, delivered before March 16th, or registered mail postmarked before March 16.

If a teacher who has not acquired tenure rights is not to be retained for the following school year, the employer shall notify the teacher of the non-retention by writing, delivered on or before the last day of the school term or by registered mail postmarked on or before the last day of the school term.

NOTES:

Administrator Contracts: The contract for superintendent may be for more than one school year but may not exceed three consecutive school years.

Retirement: Tenure rights are lost when the teacher's employment in the district is interrupted or terminated, or when the teacher reaches the age of 65.

Suspension: A teacher may be suspended temporarily with regular compensation during the period of investigation to determine whether or not cause exists for the issuance of a notification of dismissal.

STATE:	Arizona
STATUTE:	Arizona Revised Statutes. Title 15, Sections 251 through 263.
SCOPE:	All certificated teachers or supervisors of children's activities and all school principals fifty percent or more of whose time is spent as a classroom teacher.
PROBABLE CAUSE DETERMINATION:	The school board.
CAUSE:	Cause for dismissal includes unprofessional conduct or incompetency and lack of pupils. Teachers may be nonrenewed to effectuate economies in the operation of the district.
NOTICE REQUIREMENT:	Prior to termination the board must notify the employee that it intends to dismiss the employee in thirty days. The notice must include a copy of relevant school laws and a written statement of charges. If the notice alleges unprofessional conduct or incompetence it shall include the specific incidences so that a defense can be prepared. The notice shall be served personally or sent by registered or certified mail.
HEARING REQUIREMENT:	The employee has a right to a hearing if requested within thirty days. If the employee requests a hearing it shall be held within thirty days. The hearing shall be held before a panel of three. One selected by the employee, one selected by the board and a chairman selected by the other two panel members. If the panel members cannot agree on a chairman the chairman shall be selected by the state personnel commission. At the hearing the teacher may be represented by an attorney and may present witnesses. Witnesses must testify under oath. The hearing shall be paid for by the board, however the teacher must pay his own attorney and witness fees. If the commission recommends that the teacher not be dismissed, the governing board shall pay all reasonable attorney and witness fees incurred by the teacher. The panel by majority vote shall adopt a summary of the findings including findings of facts and determination of issues and shall make recommendations as to dismissal or non-dismissal. These findings shall be reviewed by the board which shall render and implement its decision.
APPEAL REQUIREMENT:	A continuing teacher may appeal to the court. Such appeal takes precedence over all other matters except older ones of the same nature or other cases given precedence by law. The court review shall be on the basis of the transcript except that further testimony may be taken in the case of irregular procedure not shown by the transcript.

EVALUATION:

Each district shall adopt objective assessment and evaluation guidelines with the advice of teachers. The above guidelines shall be filed by June 30, 1977. They shall include criteria for expected performance and techniques for assessment in evaluation of this performance. Teachers evaluated under this procedure may obtain a copy of the evaluation and may respond to it. For probationary teachers the evaluation shall be at least twice yearly and for continuing teachers it shall be at least every other year. The evaluations must include recommendations for improvement and assistance shall be given. The evaluation shall be confidential and only released to the evaluated teacher, to district officers or may be presented at any relevant hearings or court proceedings.

There shall be no formulation of a charge of incompetence against any teacher unless during the preceding term, semester or one-half year and at least ninety days prior to notice of intent to discharge the board or a representative of the board has given notice of the incompetency to the teacher. This notice must include the specific nature and instances of incompetency and must provide an opportunity for correction. Any notice of intent to discharge shall include a copy of pertinent evaluations.

PROBATION:

Continuing teachers are those who have obtained a contract for the fourth consecutive year of employment. All others are probationary employees. Probationary employees may not appeal from dismissal hearings.

CONTRACT RENEWAL DATES:

There is no contract renewal deadline for probationary employees. For continuing teachers the board must offer renewal unless the board or the superintendent gives notice by April 15th. Acceptance of the new contract must be within thirty days.

NOTES:

Suspension:

The school board has the power to suspend the teacher immediately, however, the teacher will be paid his regular salary during the time of suspension.

STATE:	Arkansas
STATUTE:	Arkansas Satutes Annotated. Title 80, Chapter 12, Sections 1235 through 1237; and Chapter 13, Section 1304.
SCOPE:	All teachers. "Teacher" shall mean any person employed by a school district in a teaching, instructional, administrative or supervisory capacity, for which a teacher certificate is required as a condition of employment in such position.
PROBABLE CAUSE DETERMINATION:	Local school board.
CAUSE:	Not addressed.
NOTICE REQUIREMENT:	Notice shall be in writing, delivered in person or mailed to the teacher's last and usual known address by registered mail. The board may include with such notice a statement of the reasons for such termination or dismissal, or for the determination not to renew the contract of the teacher if the board does not include such statement with the notice the teacher may file a written notice with the board within ten days after receipt of the notice from the board, for a statement of the reasons of the board for such dismissal, termination or refusal to renew the contract. Upon receipt of such request in writing, the board shall, within five days after receipt of the request, furnish to the teacher a written statement of the reasons for such dismissal or termination or decision not to renew the contract of the teacher.
HEARING REQUIREMENT:	Any teacher who is dismissed or terminated or whose contract is not renewed for the next academic year and who is notified by the school board in the manner prescribed by law, may file a written notice with the board for hearing. Such written request for a hearing shall be sent by certified mail to the president of the school board, with the notice to the superintendent, within thirty days after the written notice of dismissal or termination of contract is received by the teacher. The hearing before the school board shall be conducted in accordance with the following provisions: (a) The hearing shall take place not less than five nor more than ten days after the written request has been served on the school board, except that the teacher and the school board may, in writing, agree to a postponement of such hearing to a date agreed to by the school board and the teacher. (b) The hearing shall be private unless the school board or the teacher shall request that the hearing be public.

(c) The teacher and the school board may be represented by legal counsel.

(d) It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:

(1) The school board shall elect to make and preserve a record of the hearing, at its own expense, in which event a copy shall be furnished the teacher, upon request, without cost to the teacher,

(2) a request is filed with the school board by the teacher in writing at least 24 hours prior to the time set for the hearing, in which event the school board shall make and preserve, at its own expense, a record of the hearing, and shall furnish a copy thereof to the teacher without cost to the teacher.

APPEAL REQUIREMENT: It shall not be necessary that a teacher request a hearing before the board as a prerequisite to seeking any remedy, at law or equity, that may be available to the teacher, nor does this limit or restrict the right of the teacher to seek any remedy at law or equity now provided by law.

EVALUATION: Each school district in the state shall have a set of written personnel policies legally adopted by its board of directors.

PROBATION: Not addressed.

CONTRACT RENEWAL DATES: Contracts may be renewed during the term of the contract or within ten days after the termination of the school term. No contract may be entered into prior to the beginning of the second semester of the current school year.

NOTES:

Administrator Contracts: Superintendents, deputy superintendents, assistant superintendents, high school principals, department heads, coaches, teachers and other certificated personnel may be employed under a three-year contract. Such contract may be renewed annually.

STATE:	California
STATUTE:	California Education Code. Sections 13403 through 13447, and 13485. California Government Code. Sections 1150 et seq.
SCOPE:	All employees in positions requiring certification.
PROBABLE CAUSE DETERMINATION:	By the person filing the charges or the governing board of the school district.
CAUSE:	Cause for the dismissal of permanent and probationary teachers is defined as (a) immoral or unprofessional conduct, (b) commission, aiding or advocating the commission of acts of criminal syndicalism, (c) dishonesty, (d) incompetency, (e) evident unfitness for service, (f) physical or mental condition unfitting him to instruct or associate with children, (g) persistant violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the state board of education or by the governing board of the school district employing him, (h) conviction of a felony or any crime involving moral turpitude, (i) violation of certain provisions of the code, (j) knowing membership by the employee in the communist party. A permanent employee may be dismissed on grounds of unprofessional conduct consisting of acts or omissions other than those specified above, but any such charge shall specify instances of behavior deemed to constitute unprofessional conduct. Whenever in any school year the average daily attendance in all of the schools of the district for the first six months in which school is in session shall have declined below the corresponding period of either of the previous two school years, or whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year, and when in the opinion of the governing board of said district it shall have become necessary by reason of either of such conditions to decrease the number of permanent employees in said district, the said governing board may terminate the services of not more than a corresponding percentage of certificated employees of said district, permanent as well as probationary, at the close of the school year; provided, that the services of no permanent employee may be terminated under the provision of this section while any probationary employee, or any other employee with less seniority, is retained to render a service which said permanent employee is certificated incompetent to render.
NOTICE REQUIREMENT:	Upon the filing of written charges, duly signed and verified by the person filing them, with the governing board of the school district, or upon a written statement of charges formulated for the governing board, charging that there exists

cause for the dismissal of a permanent employee of the district, the governing board may, upon a majority vote, except as provided in this article if it deems the action necessary, give notice to the permanent employee of its intention to dismiss him at the expiration of thirty days from the date of service of a notice unless the employee demands a hearing as provided.

Any written statement of charges of unprofessional conduct or incompetency shall specify instances of behavior and the acts or emissions constituting the charge so that the teacher will be able to prepare his defense. It shall, where applicable, state the statutes and rules which the teacher is alleged to have violated, but it shall also set forth the facts relevant to each occasion of alleged unprofessional conduct or incompetency.

No report on the fitness of a teacher in dismissal proceeding shall be received from a statewide professional organization by a governing board unless the teacher shall have been given, prior to the preparation of the report in its final form, the opportunity to submit in writing his or her comments on the report and unless a copy of the report in final form is given to the teacher investigated at least ten days prior to its submission to the board.

Such a report shall not be distributed other than to the governing board and those persons participating in its preparation unless the teacher does not demand a hearing.

The notice shall be in writing and be served upon the employee personally or by the United States registered mail addressed to him at his last known address. A copy of the charges filed containing specifically defined information, together with a copy of the provisions of this article shall be attached to the notice.

If the employee does not demand a hearing by filing a written request for hearing with the governing board, he may be dismissed at the expiration of the thirty-day period.

The governing board of any school district shall not act upon any charges of unprofessional conduct or incompetency unless during the preceding term or half school year prior to the date of the filing of the charge, and at least ninety days prior to the date of the filing, the board or its authorized representative has given the employee against whom the charge is filed, written notice of the unprofessional conduct or incomptency, specifying the nature thereof with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct his faults and overcome the grounds for such charge. The written notice shall include the evaluation which is made.

HEARING REQUIREMENT:

When any employee who has been served with notice of the governing board's intention to dismiss him demands a hearing, the hearing board shall have the option either (a) to rescind its action, or (b) schedule a hearing on the matter.

In the event a hearing is requested by the employee, the hearing shall be commenced within sixty days from the date of the employee's demand for a hearing. The hearing date shall be established after consultation with the employee and the governing board or their representative and a commission on professional competence shall have all the power granted to an agency except that the power shall include the rights and duties of any party in the civil action brought in the superior court. In all cases, discovery shall be completed prior to seven calendar days before the date upon which the hearing commences. If any continuinuance is granted the time limitation for commencement of the hearing shall be extended over a period of time equal to such continuance.

If the right of discovery is denied by either the employee or the governing board all remedies available under the code of civil procedures shall be available to the party seeking discovery in the court of proper jurisdiction, to entertain his motion, shall be the superior court of the county in which the hearing will be held.

Superior court of the county in which the hearing will be held may, upon motion of the party seeking discovery, suspend the hearing so as to comply with the requirement of the preceding paragraph.

No witness shall be permitted to testify at the hearing except upon oath or affirmation. No testimony shall be given or evidence introduced relating to matters which occurred more than four years prior to the date of the filing of the notice. Evidence of records regularly kept by the governing board concerning the employee may be introduced, but no decision relating to the dismissal or suspension of any employee shall be based on charges or evidence of any nature relating to matters occurring more than four years prior to the filing of the notice.

The hearing shall be conducted by the commission on professional competence. One member of the commission shall be selected by the employee, one member shall be selected by the governing board, and one member shall be a hearing officer of the state office of administrative procedure who shall be chairman and a voting member of the commission and shall be responsible of assuring that the legal rights of the parties are protected at the hearing. If either the governing board or the employee for any reason fails to select a commission member at least seven calendar days prior to the date of the hearing, such failure shall constitute a waiver of the right

to selection, and the county board of education or its specific designee shall immediately make the selection. When the county board of education is also the governing board of the school district or has by statute been granted the powers of a governing board, the selection shall be made by the superintendent of public instruction, who shall be reimbursed by the school district for all costs incident to the selection.

The member selected by the governing board and the member selected by the employee shall not be related to the employee and shall not be members of the district initiating the dismissal and shall hold a currently valid credential and have at least five years experience within the past ten years in the discipline of the employee.

The decision of the commission on professional competence shall be made by a majority vote and the commission shall prepare a written decision containing findings of fact, determinations of issue and disposition either (1) that the employee shall be dismissed, (2) that the employee should not be dismissed. The decision of the commission on professional competence shall be deemed to be the final decision of the governing board.

The board may adopt from time to time such rules of procedure not inconsistent with provisions of this section as may be necessary to affectuate this section.

The governing board and the employee shall have the right to be represented by counsel.

If the member selected by the governing board or the member selected by the employee is employed by any school district in California, such member shall, during any service on a commission on professional competence, continue to receive salary, fringe benefits, accumulated sick leave, and other leaves and benefits from the district in which the member's employed, but shall receive no additional compensation or honorarium for service on the commission.

If service on a commission on professional competence occurs during summer recess or vacation periods, the member shall receive compensation proportionate to that received during the current or immediately preceeding contract period from the member's employing district.

If the governing board orders the dismissal of the employee, the governing board and the employee shall share equally the expenses of the hearing, including the cost of the hearing officer; and the state shall pay any costs incurred by reason of the hearing being held during the summer recess or vacation period and the reasonable expenses as determined by the hearing officer, of the member selected by the governing board and the member selected by the employee, and the cost of the substitute or substitutes if any for the member selected by

the governing board and the member selected by the employee. The state controller shall pay all claims submitted from the general fund, and may prescribe reasonable rules, regulations and forms for the submission of such claim. The employee and the governing board shall pay their own attorney fees.

If the governing board orders that the employee not be dismissed, the governing board shall pay all expenses of the hearing including the cost of the hearing officer and any costs incurred due to the hearings being held during the summer or vacation, and the reasonable expenses, as determined by the hearing officer, of the member selected by the governing board and the member selected by the employee, and the cost of the substitute or substitutes, if any, for the member selected by the governing board and the member selected by the employee, and reasonable attorney fees incurred by the employee.

APPEAL REQUIREMENT:

The decision of the commission on professional competence may, on petition of either the governing board or the employee, be reviewed by a court of competent jurisdiction in the same manner as the decision made by a hearing officer. The court, on review, shall exercise its independent judgment on the evidence. (No guidelines have been set defining the scope of "independent judgment". All the cases so far have been based on the hearing record with additional testimony allowed if deemed advisable by the judge.) The proceeding shall be set for hearing at the earliest possible date and shall take precedence over all other cases except older matters of the same character and matters to which special precedence is given by law.

EVALUATION:

Governing boards of all school districts shall establish guidelines and procedures for the evaluation of all certificated employees. These guidelines shall be adopted after consultation with teacher groups. The guidelines shall include standards of expected teacher achievement. Certificated instructors shall be evaluated against pupil achievement standards, noninstructional duties and maintenance of a suitable learning environment. Certificated non-instructional employees shall be evaluated against defined job responsibilities. Evaluation of employees shall not include publisher's norms on standardized tests. The results of the evaluation shall be available to the employees in writing at least sixty days before the end of the school year. The employee has a right to make a written response. The evaluation shall be at least once per year for probationary employees and every other year for permanent employees.

PROBATION:

The probationary period shall be three years for new employees and employees transferring districts. Governing boards of school districts shall dismiss probationary employees during the school year for cause only, as in the case of permanent employees.

No later than March 15 and before an employee is given notice by the governing board that his services will not be required for the ensuing year, the governing board and the employee shall be given written notice by the superintendent of the district or his designee, or in the case of a district which has no superintendent by the clerk or secretary of the governing board, that it has been recommended that such notice be given to the employee, and stating the reasons therefore.

If a probationary employee has been in the employ of the district for less than forty-five days on March 15th, the giving of such notice may be deferred until the forty-fifth day of employment and all time periods and deadline dates herein prescribed shall be coextensively extended.

Until the employee has requested a hearing or has waived his right to a hearing, the notice and the reasons therefore shall be confidential and shall not be divulged by any person, except as may be necessary in the performance of duty; however, the violation of this requirement of confidentiality, in and of itself, shall not in any manner be construed as affecting the validity of any hearing conducted pursuant to this section.

The employee may request a hearing to determine if there is cause for not reemploying him for the ensuing year. A request for a hearing must be in writing and must be delivered to the person who sent the notice on or before a date specified herein, which shall not be less than seven days after the date on which the notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, the failure to do so shall constitute his waiver of his right to a hearing. The notice shall advise the employee of the provisions of this subdivision.

If the employee should request a hearing the governing board shall have all the power granted to an agency except that (1) the respondent shall file as notice of defense, if any, within five days after service upon him of the accusation and he shall be notified of such five-day period for filing in the accusation; (2) the discovery shall be available only if request is made therefore within fifteen days after service of the accusation and the notice shall so indicate; and (3) the hearing shall be conducted by a hearing officer who shall prepare a proposed decision, containing findings of fact and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils thereof. The proposed decision shall be prepared for the governing board and shall contain a determination as to the sufficiency of the cause and a recommendation as to disposition. However, the governing board shall make the final determination as to the sufficiency of the cause and disposition. And if the findings, recommendations or determinations contained in the proposed decision prepared by the hearing officer shall be binding on the school

board or any court in future litigation. Copies of the proposed decision shall be submitted to the governing board and to the employee on or before May 7th of the year in which the proceeding is commenced. All expenses of the hearing, including the cost of the hearing officer, shall be paid by the governing board from the district funds. The board may adopt from time to time such rules and procedures not inconsistent with procedures of this section, as may be necessary to affectuate this section.

The hearing board's determination not to reemploy a probationary employee for the ensuing school year shall be for cause only. The determination of the governing board as to the sufficiency of the cause shall be conclusive, but the cause shall relate solely to the welfare of the schools and the pupils thereof and provided that cause shall include termination of services in case of reduction in force. The decision made after the hearing shall be effective on May 15th of the year the proceeding is commenced.

If the governing board notifies a probationary employee that his services will not be required for the ensuing year, the board shall, within ten days after delivery to it of the employee's written request, provide him with a statement of its reasons for not reemploying him for the ensuing school year.

Any notice or request shall be deemed sufficient when it is delivered in person to the employee to whom it is directed, or when it is deposited in the United States registered mail, postage prepaid and addressed to the last known address of the employee.

In the event that the governing board does not give notice on or before May 15th, the employee shall be deemed reemployed for the ensuing school year.

If at the request for a hearing any continuance is granted the date which occurs on or after the date of granting the continuance shall be extended for a period of time equal to such continuance.

CONTRACT RENEWAL DATES:

Permanent employees:

The notice shall not be given between May 15th and September 15th in any year.

Probationary employees:

Notice to the probationary employee by the governing board that his service will not be required for the ensuing year shall be given no later than May 15th.

Certificated employees:

A certificated employee shall be notified by March 1st if the governing board determines on an individual basis that he may be released for the following school year.

NOTES:

Suspension:

The notice of suspension and intention to dismiss, shall be in writing and served upon the employee personally or by United States registered mail addressed to the employee at his last known address a copy of the charges filed, containing specific information, together with a copy of the provisions of this article shall be attached to the notice. If the employee does not demand a hearing within the thirty-day period, he may be dismissed upon the expiration of thirty days after sevice of the notice.

If the employee has been suspended pending the hearing, he shall be reinstated within five days after the governing board's decision in his favor, and shall be paid full salary by the governing board for the period of his suspension.

Upon the filing of written charges, duly signed and verified by the person filing them with the governing board of the school district, or upon a written statement of charges formulated by the governing board, charging a permanent employee of the district with immoral conduct, conviction of a felony or of any crime involving moral turpitude, with incompetency due to mental disability, with wilful refusal to perform regular assignments without reasonable cause, as prescribed by reasonable rules and regulations of the employing school district, with knowing membership by the employee in the communist party or with violation of sections of this law, the governing board may, if it deems such action necessary, immediately suspend the employee from his duties and give notice to him of his suspension and that thirty days after service of the notice, he will be dismissed unless he demands a hearing.

If the permanent employee is suspended due to his knowing membership in the communist party he may within ten days after service upon him of notice of such suspension file with the governing board of verified denial in writing of the charges. In such event the permanent employee who demands a hearing within thirty days period shall continue to be paid his regular salary during the period of suspension and until the entry of the decision of the commission on professional competence, if and during such time as he furnishes to the school district a suitable bond, or other security acceptable to the governing board, as a guarantee that the employee will repay to the school district the amount of salary so paid to

him during the period of suspension in case the decision of the commission on professional competence is that he shall be dismissed. If it is determined that the employee may not be dismissed the school district shall reimburse the employee for the cost of the bond.

Whenever any certificated employee of a school district is charged with the commission of any sex offense he shall be immediately placed on compulsory leave of absence.

If an employee is suspended or transferred due to an alleged mental illness, the employee shall promptly be given a statement of the facts leading to this allegation and an opportunity to appear before the board within ten days. If the board decides to continue the suspension or if the employee does not appear, the employee shall be afforded the opportunity for an examination by a panel of three psychiatrists supplied by the board. If the panel finds the employee fit he shall be returned to his duties, otherwise, the employee may be placed on mandatory sick leave. If placed on sick leave the employee may have a court hearing and an examination by a new panel of psychiatrists.

STATE: Colorado

STATUTE: Colorado Revised Statutes. Title 22, Article 63.

SCOPE: Any certificated employee employed to instruct, direct, or supervise the instruction program. It does not include the chief administrator of the district.

PROBABLE CAUSE DETERMINATION: The chief executive of the district or any member of the board, may file charges. The board may either accept for review or reject the charges.

CAUSE: Cause for dismissal is defined as physical or mental disability, incompetency, neglect of duty, immorality, conviction of a felony, insubordination and other good and just cause. Also included is a justifiable decrease in the number of positions provided that non-tenured teachers must be dismissed or non-renewed prior to tenured teachers.

NOTICE REQUIREMENT: If the board accepts charges for review they must notify the teacher in writing within seven days. The notice shall include:

1. A copy of the charges.
2. An explanation of the teacher's rights and procedures and a copy of the applicable school laws.
3. It must notify the teacher that a hearing may be held before a panel of three, naming the panel selection of the board.
4. The notice shall be sent by certified mail.

HEARING REQUIREMENT: For a dismissal there will be a hearing if a request is filed within seven days of notice. Failure to request a hearing may be considered a waiver except that the board may permit a hearing to be held if it finds that the failure was excusable. The hearing request shall designate the employee's choice for a panel member. The hearing shall be before a panel of three, one selected by the teacher, one selected by the board and a chairman selected by the other two members. If the other two members cannot agree the chairman shall be selected by the Lieutenant Governor. The chairman of the panel following his selection shall give the employee at least seven days notice of the date and place of the hearing. The hearing must be within twenty-five days of the chairman's selection. The hearing shall be open unless the teacher or the board requests otherwise. However, the panel shall not adopt findings of fact or make recommendations except in open session. At the hearing the

employee may be represented by counsel. He shall have the opportunity to cross examine witnesses and to offer testimony and witnesses in his behalf. The panel shall adopt findings of facts and make recommendations as to whether the employee shall be dismissed or retained. The recommendations shall be forwarded to the teacher and to the board. The board shall then notify the teacher of the time and place they will consider the recommendations of the panel. They shall make a written order within thirty days of that recommendation. They may either dismiss the teacher, retain him or put him on one-year probation.

APPEAL REQUIREMENT:

Within sixty days of the decision the teacher may file for review in the district court. Such review shall be on the record except that additional evidence may be taken as to alleged errors, omissions or irregularities in the record. The decision of the district court is subject to appellate review if notice of intent to seek appellate review is filed within thirty days of the district court decision.

EVALUATION:

Not addressed.

PROBATION:

Following the first three years of employment in the same school district and reemployment for a fourth, teachers shall have tenure. The board of education may grant tenure to any teacher who has been continuously employed for thirty-six months or who has previously had tenure in that or any other school district. Non-tenured teachers are subject to annual appointment where tenured teachers are not.

The dismissal procedure for non-tenured teachers during the contract period is the same as for the tenured teacher.

CONTRACT RENEWAL DATES:

Non-tenured teachers shall be considered reemployed unless given notice by April 15th. The teacher is deemed to have accepted reemployment unless he gives written notice to the contrary on or before April 15th.

All contracts for employment shall include a damages provision. The employee shall agree to pay actual damages up to one-twelfth of the annual salary if he abandons, breaches, or otherwise refuses to perform pursuant to the contract, unless such employee has given written notice on or before July 15 that he will not perform for the succeeding academic year or after the beginning of the academic year unless the teacher gives at least thirty days written notice that he wishes to be relieved of the contract.

STATE:	Connecticut
STATUTE:	Connecticut General Statutes Annotated. Chapter 166, Section 10-151.
SCOPE:	All certificated employees of the board below the level of superintendent.
PROBABLE CAUSE DETERMINATION:	The school board.
CAUSE:	All teachers may be dismissed for cause at any time. In the fourth year and after, teachers may be nonrenewed only for cause. Cause is defined as: (1) inefficiency or incompetency, (2) insubordination against reasonable rules of the board of education, (3) moral misconduct, (4) disability as shown by a competent medical exam, (5) elimination of the position provided that no other position exists for which the teacher is qualified, (6) other due and sufficient cause.
NOTICE REQUIREMENT:	In the case of dismissal or nonrenewal for cause, written notice that termination of the contract is under consideration must be given prior to termination. Upon the teacher's request a statement of reasons must be given within five days. Following this notice the tenured teacher has twenty days to request a hearing. The nontenure teacher has ten days to request a hearing.
HEARING REQUIREMENT:	The hearing must be conducted within fifteen days of the request. The hearing shall be before the board or, if designated by either party, an impartial panel with one member selected by the board, one member selected by the teacher and a third who shall be the chairman selected by those two. The hearing shall be open if the teacher or the board so designates. The employee may appear with counsel. If the hearing is before a panel the panel shall make recommendations to the board and the board shall reach a decision within fifteen days of that recommendation. If the hearing is before the board there shall be a decision within fifteen days of the hearing. If the hearing is before a panel the teacher shall pay for his own panel member, the board shall pay for their own panel member and the board and the teacher shall share the cost of the third panel member.
APPEAL REQUIREMENT:	For nonrenewal the decision of the board is final and there is no appeal. In the case of discharge for cause the tenured teacher may appeal within thirty days of the decision to the court of common pleas. The case shall be expedited and the court shall review the record and allow the introduction of new evidence if it appears necessary.

Nontenured teachers do not have the right to appeal the board's decision.

EVALUATION: Guidelines for evaluation shall be adopted by all local boards. All certificated personnel below the level of superintendent shall be evaluated annually.

PROBATION: There shall be a probationary period for the first three years of employment. Following reemployment for a fourth year, dismissal or nonrenewal may only be for cause. In the first three years of employment teachers may be non-renewed if given notice and reasons on request. For non-renewal of teachers in their first three years of employment, notice must be given prior to March 1st in writing and on request supplemented within five days by a statement of reasons. A tenured teacher who transfers to another school district must complete an 18-months probation period before regaining tenure.

CONTRACT RENEWAL DATES: For probationary employees notice of nonrenewal must be on or before March 1st, otherwise the contract shall be considered renewed.

STATE: Delaware

STATUTE: Delaware Code. Title 14, Sections 1401 through 1414, and 1420.

SCOPE: All persons certified to teach who are employed by a board as a teacher. This does not include persons employed as assistant principal, principal, supervisor, administrative assistant, director, assistant superintendent, or superintendent; except that any such person who has completed three years of service in the State, two years of which shall have been in the employ of the same board, may at his option elect to be assigned as a teacher in the employ of said board.

PROBABLE CAUSE DETERMINATION: Board of education.

CAUSE:

Dismissal: Immorality, misconduct in office, incompetency, disloyalty, neglect of duty, or willful and persistent insurordination.

Nonrenewal: Immorality, misconduct in office, incompentency, disloyalty, neglect of duty, willful and persistent insubordination, a reduction in the number of teachers required as a result of decreased enrollment or a decrease of education services.

NOTICE REQUIREMENT: All formal communications between the teacher and the terminating board shall be by registered mail.

Such written notice shall state the reasons for such intended termination of services and shall be accompanied by a copy of this chapter.

Dimissal: The board shall give notice in writing to the teacher of its intention to terminate the services of the teacher at least 30 days prior to the effective date of termination. The written notice shall state the reasons for the termination of services.

HEARING REQUIREMENT: In the event that a teacher fails to request a hearing, the notice of intent to terminate services shall be construed as a notice of termination.

In the event that a teacher shall within 10 days after the receipt of written notice request in writing an opportunity to be heard by the terminating board, the board shall set a time for such hearing to be held within 21 days after the date of receipt of the written request, and the board shall give the teacher at least 15 days notice in writing of the time and place of the hearing. The hearing shall be conducted by a majority of the members of the board and shall be confined to the written reasons as stated in the board's written notice of the intention to terminate the teacher's services.

The conduct of the hearings and rules of procedure as may be found necessary shall be left entirely to the discretion of the board provided that:

(1) The teacher shall have the option to indicate whether or not he wishes the hearing to be public, by so stating in his written request for a hearing; or otherwise the hearing shall be private;

(2) The teacher may be represented by counsel;

(3) The teacher and the board may subpoena witnesses;

(4) The teacher and the board and counsel for each may cross examine witnesses;

(5) Testimony before the board shall be under oath;

(6) The testimony to be heard shall be confined to the reasons stated in written notice of intent to terminate service. Any evidence shall be admissable during the hearing which is adjudged by the board to be pertinent to the reasons contained in the written notice which the teacher receives and which stated the reasons for dismissal;

(7) A stenographic record of the hearing shall be taken and prepared by a qualified court stenographer and paid for by the board, and shall be supplied to the teacher and the board within ten days following the conclusion of the hearing;

(8) Decision of the board shall be submitted in writing to the teacher within 15 days following the conclusion of the hearing;

(9) If the decision is in favor of the teacher, he shall be fully reinstated and shall receive all salary lost as a result of his temporary dismissal or suspension.

APPEAL REQUIREMENT:

A decision of the board shall be final and conclusive unless, within 10 days after a copy of the decision has been received by the teacher, the teacher appeals to the superior court. In case of every such appeal, the cause shall be determined by the Court from the record which shall include a certified copy of the evidence, findings and the decision of the board, without the aid of the jury. The court shall decide all relevant questions of law and all other matters involved, and shall sustain any board action, findings and conclusions supported by substantial evidence. The Court may reverse, affirm or modify the decision of the board or amend the cause to the board for rehearing. In case any cause shall be remanded to the board for rehearing, the procedure and the

rights of all parties to such cause shall be the same as in the case of the original hearing before the board. If the decision is in favor of the teacher, he shall be fully reinstated and shall receive all salary lost as a result of this temporary dismissal or suspension.

EVALUATION: Not addressed.

PROBATION: The provisions set forth in this law covering reasons for termination, notice of termination, hearings before a board and judicial review shall apply to all teachers except those employed temporarily to replace professional personnel on leave of absence, those holding temporary certificates, and those not having completed the 3 years of service in the State, 2 years of which shall be in the employ of the terminating board and further providing that time spent in military service shall not be counted as years of service for purposes of this law.

If the teacher holding a temporary certificate has been in the employ of the terminating board for 10 consecutive years immediately preceding any action commenced under this chapter the provisions of this title shall apply.

CONTRACT RENEWAL DATES: In the event that any board desires to dispense with the services of any teacher, the board shall give notice in writing to the teacher on or before the first day of May of any year of its intention to terminate the teacher services at the end of the school year.

NOTES:

Administrator Contracts: Nothing in this title shall be construed as prohibiting the board and any assistant principal, principal, supervisor, administrative assistant, director, assistant superintendent, or superintendent from entering into an employment contract for a period of up to 5 years.

Suspension: The board shall have the power to suspend any teacher pending a hearing if the situation warrants such action.

STATE: Florida

STATUTE: Florida Statutes Annotated. Sections 228.041, 230.23, 231.29, 231,351 and 231.36.

SCOPE: Any member of the instructional staff. This shall be used synonymously with the word "teacher" and shall include teachers, librarians and others engaged in an instructional capacity in the schools. Principals and superintendents are excluded.

PROBABLE CAUSE DETERMINATION: Superintendent, principal or a majority of the school board.

CAUSE: Immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness or conviction of any crime involving moral turpitude.

NOTICE REQUIREMENT:

Dismissal or return to annual contract:

The employee whose contract is under consideration shall be duly notified in writing by the party or parties preferring the charges at least five days prior to the filing of the written recommendation with the school board. The notice shall include a copy of the charges and the recommendation to the school board. If the employee, upon being officially notified in writing by the school board that it will consider the charges filed against him, wishes a public hearing he shall notify the board in writing within ten days after the date of the official notice. Upon receiving such a request, the school board shall within ten days notify the teacher of the time and place of the public hearing. In the event the teacher does not request a public hearing, the school board shall proceed to take appropriate action.

Suspension or dismissal:

No employee may be discharged or removed during the school year without opportunity to be heard at a public hearing after at least ten days written notice of the charges against him and of the time and place of hearing.

HEARING REQUIREMENT:

Dismissal or return to annual contract:

Any decision adverse to the employee shall be made by a majority vote of the full membership of the school board.

Suspension or dismissal:

In cases of suspension by the school board or by the superintendent, the school board shall hold a public hearing if requested by the employee after notice to determine upon the evidence submitted whether the charges have been sustained and if the charges are sustained either to dismiss the employee or fix the terms under which the employee may be reinstated. If the charges are sustained by a majority vote of the full membership of the school board and the employee is discharged, his contract of employment is cancelled.

APPEAL REQUIREMENT:

Continuing contract employees, dismissal or return to annual contract:

Any such decision adverse to the employee may be appealed by him in writing to the Department of Education, through the Commissioner of Education, for review; provided such appeal is filed within 30 days after the decision of the school board, and provided further that the decision of the department shall be final as to sufficiency or insufficiency for discontinuation of continuing contract status. The appeal shall be based on the hearing record with additional testimony allowed if irregular procedures occurred.

Continuing contract employees, suspension or dismissal:

If the employee is under continuing contract, any such decision adverse to him may be appealed by him in writing to the Department of Education through the Commissioner, for review; provided such appeal is filed within 30 days after the decision of the school board, and provided further that the decision of the department shall be final as to sufficiency of the grounds for dismissal. The appeal shall be based on the hearing record with additional testimony allowed if irregular procedures occurred.

Annual contract employees:

Employees of annual contracts must file any appeal with the district court of appeal. The appeal shall be based on the hearing record with additional testimony allowed if irregular procedures occurred.

EVALUATION:

For the purpose of improving the quality of instruction, administrative and supervisory services in the public schools of the state the superintendent shall establish procedures for assessing the performance of duties and responsibilities of all instructional, administrative and supervisory personnel employed in his district. A complete statement of the criteria and procedure to be used shall be furnished the department and shall include but not be limited to the following provisions:

(a) Assessment for each individual shall be made at least once a year;

(b) A written record of each assessment shall be made and maintained in the district;

(c) The principal or the person directly responsible for the supervision of the individual shall make the assessment of the individual to the superintendent and the school board for the purpose of reviewing continuing contracts;

(d) Prior to preparing the written report of assessment each individual shall be informed of the criteria and the procedure to be used;

(e) The written report of assessment for each individual shall be shown to him and discussed by the person responsible for preparing the report.

PROBATION:

Members of the instructional staff eligible for continuing contracts must have completed three years of service in the same district of the state during a period not in excess of five successive years, such service being continuous except for leave duly authorized and granted and having been reappointed for the fourth year.

The period of service provided may be extended to four years when prescribed by the school board and agreed to in writing by the employee at the time of reemployment.

A school board may issue a continuing contract to a new member of the instructional staff provided such individual has previously held a continuing contract in the same or another district within the state.

Any member of the district administrative or supervisory staff and any member of the instructional staff, including the principal who is under a continuing contract, may be dismissed or may be returned to annual contract status for another three years in the discretion of the school board, when a recommendation to that effect is submitted in writing to the school board on or before April 1 of any school year, giving good and sufficient reasons therefor.

Any teacher who is otherwise entitled to receive a continuing contract may in the alternative be retained on an annual basis if the school board of the particular district, upon the recommendation of the superintendent shall by majority vote find that such teacher does not meet the desired standards. Among the criteria to be considered shall be educational qualifications, efficiency, compatibility, character and capacity to meet the educational requirements of the community.

A recommendation to grant such annual contract shall be made by the superintendent and shall be submitted on or before April 1 of the school year, giving good and sufficient reasons for such recommendation.

CONTRACT RENEWAL DATES:

For annual contracts, a recommendation shall be made to the board by the superintendent on or before April 1 of the school year.

The board must act not later than four weeks before the close of the post-school conference on the nomination of members of the instruction staff.

NOTES:

Administrator Contracts:

Continuing contract status earned by any member of the instructional staff prior to assuming a position as supervisor or principal shall be retained in the position in which it was attained. Upon release from a position as supervisor or principal, the employee shall be entitled to reassignment to the same or similar position in which continuing contract status was attained at the classification level and salary range that would have been earned had the position been held continuously.

Any person who has previously earned continuing contract status as a supervisor or principal in the school district shall be continued in that status until such time as the position is discontinued, the person resigns, or his contractual status is changed by mutual agreement or as prescribed.

The school board may of its own discretion:

1. Grant to a person who has served as superintendent in that district at the completion of his service as superintendent a continuing contract as a classroom teacher. Service as superintendent shall be construed as continuous teaching service in the public schools of this state;

2. Grant to a classroom teacher holding a continuing contract status who has served as school board member in that district, at the completion of his service as school board member, a continuing contract as classroom teacher. Service as school board member shall be construed as continuous teaching service in the public schools of this state.

Suspension: See hearing requirements and probable cause determination requirements.

Whenever charges are made against district administrative or supervisory staff and any member of the instructional staff, the school board may suspend such person without pay pending a speedy hearing of such charges if requested by the employee, but if charges are not sustained he shall be immediately reinstated, and his back salary shall be paid.

STATE: Georgia

STATUTE: Code of Georgia Annotated, Sections 32-910 and 32-2101 through 2103.

SCOPE: Teachers, principals or other employees having a contract for a definite term.

PROBABLE CAUSE DETERMINATION: Superintendent or board of education.

CAUSE: Incompetency; insubordination; willful neglect of duties; immorality; inciting, encouraging or counseling students to violate any valid state law, municipal ordinance or a policy or rule of the school board of education; for reduction in staff due to loss of students or cancellation of programs; for failure to secure and maintain necessary educational training; and for any other good and sufficient cause.

NOTICE REQUIREMENT:

Dismissal: Before the discharge or suspension of any teacher, principal or other employee having a contract of employment for a definite term, written notice of the charges shall be given at least 10 days before the day set for the hearing and shall state:

(1) the cause or causes for his discharge, suspension or demotion in sufficient detail to enable him fairly to show any error that may exist therein;

(2) The names of the known witnesses and a concise summary of the evidence to be used against him; the names of new witnesses shall be given as soon as practicable;

(3) The time and place where the hearing will be held;

(4) Notification that the charged teacher or other person upon request shall be furnished with compulsory process or subpoena legally required, the attendance of witnesses and the production of documents and other papers.

All notices required may be served either personally or by certified mail. Service shall be deemed to be perfected when said notice is deposited in the United States mail addressed to the last known address of the addressee with sufficient postage affixed.

Nonrenewal: When the board or superintendent have made the decision not to renew a contract the employee shall receive written notification of such tentative decision.

HEARING REQUIREMENT:

Dismissal: Any teacher, principal or other person against whom such charges have been brought shall be entitled to be represented by counsel and upon request shall be entitled to have subpoenas or other compulsory process issued for attendance of witnesses and the production of documents and other evidence. Such subpoenas and compulsory process shall be issued in the name of the board of education and shall be signed by the president or vice president of the board of education.

The hearing shall be conducted before the local board of education or said board may designate a tribunal to consist of not less than three nor more than five impartial persons possessing academic expertise to conduct the hearing and submit its findings and recommendations to the board for its decision thereon, or the board may refer said matter for hearing to a tribunal constituted by the Professional Practices Commission.

The hearing shall be reported at the board's expense.

Oath or affirmation shall be administered to all witnesses by the president, any members of the board, or by the board attorney.

All questions relating to admissibility of evidence or other legal matters shall be decided by the president or presiding officer subject to the right of either party to appeal to the full board or hearing tribunal as the case may be; provided however, the parties by agreement may stipulate that some disinterested member of the State Bar of Georgia shall decide all questions of evidence and other legal issues arising before the board or tribunal. In all hearings the burden of proof shall be on the school system and it shall have the right to open and conclude. Except as otherwise provided, the same rules governing non-jury trials in the superior court shall prevail.

The board shall render its decision at the hearing or within five days thereafter. Where the hearing is before a tribunal, the tribunal shall file its findings and recommendations with the board within five days of the conclusion of the hearing and the board shall render the decision within ten days after the receipt of the transcript.

Nonrenewal: Hearing procedures are the same as for dismissal with the exception that any teacher or professional certificated employee notified that their contract will not be renewed shall have the right to request the local school superintendent or local board of education in writing by not later than May 1 to furnish such teacher or certified professional employee a written statement of the reasons on which the renewal of the contract is based or the reasons for demotion. Upon receiving such request for a hearing from any such teacher or employee, a hearing shall be held.

APPEAL REQUIREMENT:

Appeals may be taken to the state board of education and the rules and regulations of the state board of education shall govern appeals.

Either party shall have the right to appeal to the state board of education. The appeal shall be made through the local superintendent of schools in writing and shall distinctly set forth the question in dispute, the decision of the local board, a transcript of the testimony and other evidence adduced before the board certified as true and correct by the local superintendent, and a concise statement of the reasons why the decision below is complained of. This shall apply to all county, city or independent school systems in the state regardless of when created. The state board shall provide by regulation for notice to the parties and hearing on the appeal. The board's decision shall be based on the record, no new evidence shall be presented.

The appellant and the appellee shall be notified by the state board of education in writing as to said board's decision on any matter appealed to the board within 25 days of the date of the decision.

EVALUATION: Not addressed.

PROBATION: Three or more successive school years employment by the same board of education plus reemployment for the fourth year. Only service rendered as an employee of the same local board of education may be counted as service for the purpose of this act.

CONTRACT RENEWAL DATES: April 15.

NOTES:

Suspension: The superintendent of a local school system may temporarily relieve from duty any teacher or other school employee as referred to above for any reason specified in this act pending hearing before the board in those cases where the charges are of such seriousness or other circumstances exist which indicate that such teacher or employee could not be permitted to continue to perform his duties pending hearing without danger of disruption or other serious harm to the school, its mission, pupils or personnel. In any such case the superintendent shall notify the teacher or employee in writing of such action, which notice shall state the grounds thereof and shall otherwise comply with the requirements of the notice set forth in this act. Such actions by the superintendent shall not extend for a period in excess of ten working days and during said period it shall be the duty of the board of education to conduct a hearing on said charges in the same manner as provided for in this act except that

notice of the time and place of hearing shall be given at least three days prior to the hearing. During the period that the teacher or other employee is relieved from duty prior to the decision of the board, the teacher or employee shall be paid all sums to which he is otherwise entitled.

If the hearing is delayed after the ten day period as set out at the request of the teacher or employee, then said teacher or employee shall not be paid beyond said ten day period unless he is reinstated by the board in which case he shall receive all compensation to which he is otherwise entitled.

STATE: Hawaii

STATUTE: Hawaii Revised Statutes. Title 18, Chapter 297, Sections 9-15, 89-2, and 91-13.

SCOPE: All teachers, principals and vice-principals.

PROBABLE CAUSE DETERMINATION: The department of education through the superintendent of education.

CAUSE: Causes for the discharge or demotion of a teacher shall be inefficiency or immorality; willful violations of policies and regulations of the department of education, or for other good and just cause.

Teachers may also be dismissed because of decrease in number of pupils or for other causes over which the department has no control. Dismissal due to decrease in number of pupils or for causes over which the department has no control shall begin with those teachers with the least number of years of service, and the teachers so dismissed shall be placed on a preferred eligibility list and shall have the right to be restored to duty in the order of length of service whenever vacancies occur in which the teacher is qualified.

The department without a hearing may terminate tenure rights of a teacher who fails to return to service, except when caused by illness, following the expiration of an approved leave of absence.

NOTICE REQUIREMENT: In case of demotion or termination of any contract, the department of education shall furnish the teacher a written notice signed by the superintendent of education of its intention to consider the demotion or termination of his contract with full specification of the grounds for such consideration. Unless the teacher so notifed, within ten days subsequent to the receipt of the notice, demands in writing an opportunity to appear before the department and offers reasons against the demotion or termination, the department may proceed with formal action for a demotion or termination of the contract.

HEARING REQUIREMENT: If the teacher, within ten days after receipt of notice, demands in writing a hearing before the department, the department shall set a time for the hearing within thirty days from the date of the written demand and the superintendent shall give the teacher at least fifteen days notice in writing of the time and place of the hearing. No hearing shall be held during the summer vacation without the teacher's consent. The hearing shall be private unless the teacher requests a public hearing. The hearing shall be conducted

by a majority of the board of education and be confined to the grounds given for the termination. In lieu of a hearing by the board, the board may appoint a hearing officer to conduct hearings in any case regarding teacher demotion or termination of contract. The hearing officer shall hear the case in the same manner as if it were before the board and upon conclusion of the hearing, shall report his findings of fact and his conclusions and recommendations based thereon to the board and to the teacher. The board shall render the final decision.

Both parties may be present at the hearing, be represented by counsel, require witnesses to be under oath, cross examine witnesses, take a record of the proceedings, and require the presence of witnesses in their behalf upon subpoena to be issued by the superintendent. The hearing officer of any member of the board of education may administer oath to witnesses. The board by the vote of a majority of its membership may enter upon its minutes an order of demotion or termination. If the decision of the board is against demotion or termination of the contract, the charges and the record of the hearing shall be physically expunged and, if the teacher has been suspended, he shall be paid his full salary for the period of the suspension.

APPEAL REQUIREMENT:

Any person aggrieved by a final decision and order in a contested case is entitled to judicial review. This does not prevent resort to other means of review, redress, relief, or trial de novo, including the right of trial by jury, provided by law.

Proceedings for review shall be instituted in the circuit court within thirty days after the preliminary ruling or within thirty days after service of the certified copy of the final decision and order of the agency pursuant to the provisions of the Hawaii Rules of Civil Procedure, except where a statute provides for a direct appeal to the supreme court and in such cases the appeal shall be in like manner as an appeal from the circuit court to the supreme court. The court in its discretion, may permit other interested persons to intervene.

Within fifteen days after the designation of the record on appeal, or within such further time as the court may allow, the agency shall transmit to the reviewing court the designated record of the proceeding under review. The court may require or permit subsequent corrections or additions to the record when deemed desirable.

If, before the date set for hearing, application is made to the court for leave to present additional evidence material to the issue in the case, and it is shown to the satisfaction of the court that the additional evidence is material and that there were good reasons for failure to present it in the proceeding

before the agency, the court may order that the additional evidence be taken before the agency upon such conditions as the court deems proper. The agency may modify its findings, decision, and order by reason of the additional evidence and shall file with the reviewing court, to become a part of the record, the additional evidence, together with any modifications or new findings or decision.

The review shall be conducted by the court without a jury and shall be confined to the record, except that in the cases where a trial de novo, including trial by jury, is provided by law and also in cases of alleged irregularities in procedure before the agency not shown in the record, testimony thereon may be taken in court. The court shall, upon request by any party, hear oral argument and receive written briefs.

Upon review of the record the court may affirm the decision of the agency or remand the case with instructions for further proceedings; or it may reverse or modify the decision and order if the substantial rights of the petitioners may have been prejudiced because the administrative findings, conclusions, decisions, or orders are:

(1) In violation of constitutional or statutory provisions; or

(2) In excess of the statutory authority or jurisdiction of the agency; or

(3) Made upon unlawful procedure; or

(4) Affected by other error of law; or

(5) Clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or

(6) Arbitrary, or capricious, or characterized by abuse of discretion or clearly unwarranted exercise of discretion.

EVALUATION: The department of education shall establish an evaluation program for all teachers and educational officers. The evaluation shall be performed at least once in each school year. The program shall define the criteria for evaluation and assign responsibilities for the application of the criteria. The evaluation of the teacher or educational officer shall be on the basis of efficiency, ability, and such other criteria as the department shall determine.

PROBATION: All teachers, principals, and vice-principals entering the service of the department of education for the first time shall serve as probationary employees of the department for a minimum period of two consecutive years. At or prior to

the end of two years of probation, the department may extend the probationary period for additional periods not to exceed a total of five years. Any full-time intern teaching period served in the State shall also be credited toward fulfillment of the probationary period. Any annual contract with any teacher, principal, or vice-principal during this probationary period of employment may or may not be renewed as the department shall determine. The department may, during the probationary period, discharge or demote a teacher, principal, or vice-principal. Teachers, principals, and vice-principals who have been in continuous employment in the public schools of Hawaii for a period of two years shall be deemed to have completed their probationary period.

CONTRACT RENEWAL DATES:

Because effective and orderly operations of government are essential to the public, it is declared to be in the public interest that in the course of collective bargaining, the public employer and each exclusive representative shall include provisions for an expiration date, which will coincide with an expiration date of June 30, 1977 for all public sector collective bargaining agreements. Any subsequent expiration dates shall be on June 30th of odd numbered years, to be determined jointly by all exclusive representatives and public employers.

The parties may include provisions for the reopening date during the term of a collective bargaining agreement, provided that such provisions shall not allow for the reopening of cost items.

NOTES:

Retirement: No teacher or educational officer in the department of education who has obtained the age of 65 years shall be employed by the department of education, whether by appointment or contract, except when no qualified person is available and then only under contract for periods not to exceed one year at a time. No teacher or educational officer who has obtained the age of 70 years shall be on appointment or contract.

Suspension: The department may suspend a teacher pending final action to terminate his contract if, in its judgment, the character of the charges warrant such action.

STATE:	Idaho
STATUTE:	Idaho Code. Title 33, Sections 513, 1001, 1212, 1213, and 1215.
SCOPE:	"Teacher" shall mean any person employed in a teaching, instructional, supervisory, educational, administrative or educational and scientific capacity in any school district. This shall include also school nurses and school librarians.
PROBABLE CAUSE DETERMINATION:	Board of trustees.
CAUSE:	Just and reasonable cause.
NOTICE REQUIREMENT:	The board of trustees shall give a written notice of their determination, with the reasons therefor.
HEARING REQUIREMENT:	Each certificated employee shall, upon request filed with the board of trustees within 30 days, be granted a hearing before the board, said hearing to be held not more than 15 days following the request. The employee may present evidence, examine any person who may have spoken against his character or competence, and be represented by legal counsel and/or by a representative of the local or state Teachers Association. The board of trustees may also examine witnesses and be represented by counsel. The board shall render a decision, in writing, within 15 days following the hearing, stating whether the board finds that there is just and reasonable cause for its determination not to renew the contract or to reduce the salary of the certificated person who requests the hearing and if so, what reasons it relies upon in that determination.
APPEAL REQUIREMENT:	The Professional Standards Commission may hear the appeal. A hearing may be held. The Commission however has no legal authority to require action by the board.
EVALUATION REQUIREMENT:	During the third full year of continuous employment, each certificated employee shall be evaluated for a renewable contract. The probationary period shall be preceded by a written notice from the board of trustees with reasons for such probationary period and with provisions for adequate supervision and evaluation of the person's performance during the probationary period. It is the duty of the board of trustees of each school district to establish criteria and procedures for the supervision and evaluation of certificated employees who are not employed on a renewable contract. Such procedures shall

require at least one evaluation prior to the beginning of the second semester of the school year, and when any such teacher's work is found to be unsatisfactory a probationary period shall be estabished which shall continue until the time for the reissuing of the yearly contract as provided. This procedure shall not preclude recognition of unsatisfactory work at the subsequent evaluation and the establishment of a reasonable period of probation. In all instances the teacher shall be duly notified in writing of the areas of work which are deficient, including the conditions of probation. Until the third year of continuous employment by the same school district, including any specially chartered district, each such certificated employee shall be given notice in writing whether he will be reemployed for the next ensuing year.

PROBATION: Three years of continuous employment plus reemployment.

CONTRACT RENEWAL DATES:

Tenured Employees: April 1.

Probationary Employees: May 15.

NOTES:

Retirement: 65 years of age.

STATE: Illinois

STATUTE: Illinois Revised Statutes. Chapter 122, Articles 24 and 34.

SCOPE:

Districts other than cities over 500,000 population:

All employees regularly required to be certificated.

Cities with 500,000 population or more:

Teachers or principals (all members of the teaching force except the general superintendent).

PROBABLE CAUSE DETERMINATION

Districts other than cities over 500,000 population:

The school board.

Cities with 500,000 population or more:

The school board upon recommendation of the superintendent.

CAUSE:

Districts other than cities over 500,000 population:

Incompetency, cruelty, negligence, immorality, or other sufficient cause.

Cities with 500,000 population or more:

Not addressed.

NOTICE REQUIREMENT:

Districts other than cities over 500,000 population:

There shall be written notice of charges at least twenty-one days before the hearing date. A bill of particulars should accompany the notice. Also, before setting a hearing date, the board must give the teacher a reasonable warning stating the causes and allowing a chance to remove the cause.

Cities with 500,000 population or more:

There shall be written notice of charges not less than twenty days nor more than thirty days before the date set for the hearing. Notice shall be given by personal service or if that is not possible by certified mail. Before notice of the charges the employee must be given reasonable warning stating the causes and given an opportunity to remove such causes.

HEARING REQUIREMENT:

Districts other than cities over 500,000 population:

Unless the employee requests otherwise, a hearing shall be held before a disinterested hearing officer between thirty and sixty days from the notice. The hearing officer is selected from a list of five provided by the state board of education. The teacher shall strike one and then the school board, then the teacher, then the school board again and the remaining officer shall preside at the hearing. The hearing shall be conducted according to rules established by the state board of education. The hearing officer shall be paid by the State Board of Education. The hearing shall be public unless requested otherwise by either party. Representation by counsel is allowed and there shall be an opportunity to present evidence and to cross examine witnesses. Subpoena powers are available. At the discretion of the hearing officer the number of witnesses may be limited to ten. A complete record shall be kept, paid for by the state board of education. If there is an appeal the cost of preparing the record for the appeal shall be borne by the state board.

Cities with 500,000 population or more:

There shall be a hearing before the local board and a decision reached within 80 days of the notice. The employee is allowed to be represented by counsel and to present evidence. Subpoenas are available. A record shall be kept with one-half of the cost to the teacher and one-half to the board.

APPEAL REQUIREMENT: Appeal from the decision at the hearing shall be under the administrative review act. An appeal must be filed within thirty-five days of the notice of the final decision. The matter will be reviewed on the record by the circuit court. Appeal from the decision of the circuit court may be taken to the appellate court and from there to the Supreme Court.

EVALUATION: Before notice of charges is given to an employee, the employee must be given reasonable warning stating the causes and given an opportunity to remove such causes.

PROBATION:

Districts other than cities over 500,000 population:

There is a two-year probationary period following which an employee obtains "contractual continued service". Employees on contractual continued service have priority in non-renewals and certain procedural protections. There may be a third year of probation at the option of the board.

Cities with 500,000 population or more:

There is a three-year probationary period during which the board may dismiss or discharge the employee upon the recommendation, accompanied by written reasons therefor, of the general supervisor of schools.

CONTRACT RENEWAL DATES:

Districts other than cities over 500,000 population:

Following the two-year probationary period, notice of non-renewal must be given sixty days from the end of the contract.

Cities with 500,000 population or more:

After a three-year probationary period, there is no removal but for cause and termination deadlines are given.

STATE: Indiana

STATUTE: Indiana Code. Title 20, Sections 6.1-1-8 and 6.1-4-10 through 6.1-4-20.

SCOPE: The term "teacher" means any professional person whose position in the school corporation requires certain teacher training preparations and licensing. The term includes, but is not limited to, any superintendent, supervisor, principal, attendance officer, teacher, or librarian.

PROBABLE CAUSE DETERMINATION: The school corporation.

CAUSE: An indefinite contract with the permanent teacher may be cancelled in the manner specified in this chapter for only the following grounds:

(1) Immorality;

(2) Insubordination, which means a willful refusal to obey the state school laws or reasonable rules prescribed for the government of the school corporation;

(3) Neglect of duty;

(4) Incompetency;

(5) Justifiable decrease in the number of teaching positions;

(6) Other good and just cause.

When the cause of cancellation is grounds (1) or (2), the cancellation is effective immediately. When the cause of cancellation is grounds (3), (4), (5) or (6), the cancellation is effective at the end of the school term following the cancellation.

An indefinite contract may not be cancelled for political or personal reasons.

NOTICE REQUIREMENT: An indefinite contract with the permanent teacher may be cancelled only in the following manner:

The teacher shall be notified in writing of the time, date, and place for the consideration by the school corporation of the cancellation of the contract; this notification must occur not more than forty days nor less than thirty days before the consideration.

The teacher shall be furnished within five days after a written request, a written statement of the reasons for the consideration.

HEARING REQUIREMENT:

The teacher may file a written request for a hearing within fifteen days after receipt of the notice of this consideration.

When the request for a hearing is filed, the teacher shall be given a hearing before the governing board on a day no earlier than five days after filing.

The teacher shall be given not less than five days' notice of the time and place of the hearing.

At the hearing the teacher is entitled to a full statement of the reasons for the proposed cancellation of the contract; to be heard, and to present the testimony of witnesses and other evidence bearing on the reasons for the proposed cancellation of the contract.

A contract may not be cancelled until the date set for consideration of the cancellation of the contract, after hearing is held, if a hearing is requested by the teacher, and the superintendent has given his recommendations on the contract; on five days' written notice to him by the school corporation, the superintendent shall present his recommendation on each contract, except on a superintendent's contract.

APPEAL REQUIREMENT:

The decision of the board is final.

EVALUATION:

Not addressed.

PROBATION:

Each person who:

(1) Serves under contract as a teacher in a public school corporation for five or more successive years; and

(2) At any time enters into a teaching contract for further service with that school corporation; becomes by that a permanent teacher of that school corporation. When a contract between a school corporation and a permanent teacher expires by its term, that contract is considered to continue indefinitely as an indefinite contract.

Each contract entered into by a non-permanent teacher and a school corporation continues in force on the same terms and for the same wages unless increased by the teachers' minimum salary law, for the next school term following the date of termination set on the contract. However, the contract does not continue if:

(1) On or before May 1st, the school corporation notifies the teacher that the contract will not continue for the next school term; this notification must be:

(a) Written; and

(b) Delivered in person, or mailed by registered or certified mail to the teacher at his last and recognized address;

(2) The teacher delivers or mails by registered or certified mail to the school corporation his written resignation; or

(3) The contract is replaced by another contract between the parties.

A teacher who is refused continuation of the contract under this section may request a written statement showing reason for the dismissal from the governing body.

CONTRACT RENEWAL DATES:

Permanent Employees: Notification of contract cancellation must occur not more than forty days nor less than thirty days before the cancellation consideration.

Probationary Employees: Notification must occur on or before May 1st.

NOTES:

Administrator Contracts: A school corporation may provide in the contract of a principal or of any of his administrative assistants compensation for services performed for a period of time, either before or after the school term, considered necessary by the governing board. The contract is for a term of at least thirty-six months.

Retirement: An indefinite contract remains in force until the permanent teacher reaches sixty-six years of age. unless it is replaced by a new contract signed by both parties or cancelled.

Suspension: Pending a decision on the cancellation of a teacher's contract, the teacher may be suspended from duty. The school corporation may cancel an indefinite contract with a teacher by a majority vote evidenced by a signed statement in the minutes of the boards.

STATE: Iowa

STATUTE: Code of Iowa. Title 12, Sections 279.13 and 297.24.

SCOPE: The term "teacher" includes all certificated school employees and nurses, excluding superintendents, principals, and assistant principals.

PROBABLE CAUSE DETERMINATION: The superintendent or the superintendent's designee

CAUSE: A teacher may be discharged at any time during the contract year for just cause.

NOTICE REQUIREMENT:

Dismissal: The superintendent or the superintendent's designee shall notify the teacher immediately that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not more than fifteen days after notification has been given to the teacher that the teacher's continuing contract be terminated effective immediately following a decision of the board. (The procedure for dismissal shall be the same as that provided under the hearing and appeal section of this text.)

Nonrenewal: The superintendent or the superintendent's designee shall notify the teacher not later than March 15 that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not later than March 31 that the teacher's continuing contract be terminated effective at the end of the current school year.

Notification shall be in writing and shall be personally delivered to the teacher, or mailed by certified mail. The notification shall be complete when received by the teacher. The notification and the recommendation to terminate shall contain a short and plain statement of the reasons, which shall be for just cause, why the recommendation is being made. The notification shall be given at or before the time the recommendation is given to the board.

As part of the termination proceedings, the teacher's complete personnel file of employment by that board shall be available to the teacher, which file shall contain a record of all periodic evaluations between the teacher and appropriate supervisors.

HEARING REQUIREMENT: Within five days of the receipt of the written notice that the superintendent is recommending termination of the contract, the teacher may request, in writing to the secretary

of the board, a private hearing with the board. The private hearing shall be held no sooner than ten days and no later than twenty days following the receipt of the request unless the parties otherwise agree. These procedures also shall not be subject to Chapter 28A of this code. The secretary of the board shall notify the teacher in writing of the date, time and location of the private hearing, and at least five days before the hearing shall also furnish to the teacher any documentation which may be presented to the board at the private hearing and a list of persons who may address the board in support of the superintendent's recommendation at the private hearing. At least three days before the hearing, the teacher shall provide any documentation he or she expects to present at the private hearing, along with the names of any persons who may address the board on behalf of the teacher. This exchange of information shall be at the time specified unless otherwise agreed.

The participants at the private hearing shall be at least a majority of the members of the board, their legal representatives, if any, the superintendent, the superintendent's designated representatives, if any, the teacher's immediate supervisor, the teacher, the teacher's representatives, if any, and the witnesses for the parties. The evidence at the private hearing shall be limited to the specific reasons stated in the superintendent's notice of recommendation of termination. No participant in the hearing shall be liable for any damages to any person if any statement at the hearing is determined to be erroneous as long as the statement was made in good faith. The superintendent shall present evidence and argument on all issues involved and the teacher may cross-examine, respond and present evidence and arguments in his or her behalf relevant to all issues involved. Evidence may be by stipulation of the parties and informal settlement may be made by stipulation, consent, or default or by any other method agreed upon by the parties in writing. The board shall employ a certified shorthand reporter to keep a record of the private hearing. The proceedings or any part thereof shall be transcribed at the request of either party with the expense of transcription charged to the requesting party.

The presiding officer of the board may administer oaths in the same manner and with like effect and under the same penalties as in the case of magistrates exercising criminal or civil jurisdiction. The board shall cause subpoenas to be issued for such witnesses and the production of such books and papers as either the board or the teacher may designate. Subpoenas shall be signed by the presiding officer of the board.

In case a witness is duly subpoenaed and refuses to attend, or in case a witness appears and refuses to testify or to produce required books or papers, the board shall, in writing, report such refusal to the district court of the

county in which the administrative office of the school district is located, and the court shall proceed with the person or witness as though the refusal had occurred in a proceeding legally pending before the court.

The board shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure, but it shall hold the hearing in such manner as is best suited to ascertain and conserve the substantial rights of the party. Process and procedure under this section shall be as summary as reasonably may be.

At the conclusion of the private hearing, the superintendent and the teacher may file written briefs and arguments with the board within three days or such other time as may be agreed upon.

If the teacher fails to timely request a private hearing or does not appear at the private hearing, the board may proceed and make a determination upon the superintendent's recommendation, which determination in that case shall be not later than April 10, or not later than five days after the scheduled date for the private hearing, whichever is applicable. The board shall convene in open session and by roll call vote determine the termination or continuance of the teacher's contract.

Within five days after the private hearing, the board shall, in executive session, meet to make a final decision upon the recommendation and the evidence as herein provided. The board shall also consider any written brief and arguments submitted by the superintendent and the teacher.

The record for a private hearing shall include:

(a) All pleadings, motions and intermediate rulings;

(b) All evidence received or considered at all other submissions;

(c) A statement of all matters officially noticed;

(d) All questions and offers of proof, objections and rulings thereon;

(e) All findings and exceptions;

(f) Any decisions, opinion or conclusion by the board;

(g) Findings of fact shall be based solely on the evidence in the record and on matters officially noticed in the record.

The decision of the board shall be in writing and shall include findings of fact and conclusions of law, separately stated. Findings of fact, if set forth in statutory language, shall be accompanied by a concise and explicit statement of the underlying facts and supporting the findings. Each conclusion of law shall be supported by cited authority or by recent opinion.

When the board has reached a decision, opinion or a conclusion, it shall convene in open meeting and by roll call vote determine the continuance or discontinuance of the teacher's contract. The record of the private conference and findings of fact and exceptions shall be exempt from the provisions of Chapter 68A of the Code. The secretary of the board shall immediately mail notice of the board's action to the teacher.

APPEAL REQUIREMENT:

If the teacher is no longer a probationary teacher, the teacher may, within ten days, appeal the determination of the board to an adjudicator by filing a notice of appeal with the secretary of the board. The notice of appeal shall contain a concise statement of the action which is the subject of the appeal, the particular board action appealed from, the grounds on which relief is sought and the relief sought.

Within five days following receipt by the secretary of the notice of appeal, the board or the board's legal representative, if any, and the teacher or the teacher's representative, if any, may select an adjudicator who resides within the boundaries of the merged area in which the school district is located. If an adjudicator cannot be mutually agreed upon within the five day period, the secretary shall notify the chairman of the Public Employment Relations Board by transmitting the notice of appeal, and the chairperson of the Public Employment Relations Board shall within five days provide a list of five adjudicators to the parties. Within three days from receipt of the list of adjudicators, the parties shall select an adjudicator by alternately removing a name from the list until only one name remains. The person whose name remains shall be the adjudicator. The parties shall determine by lot which party shall remove the first name from the list, submitted by the chairperson of the Public Employment Relations Board. The secretary of the board shall inform the chairperson of the Public Employee Relations Board of the name of the adjudicator selected.

If the teacher does not timely request an appeal to an adjudicator the decision, opinion, or conclusion of the board shall become final and binding.

Within thirty days after filing the notice of appeal, or within further time allowed by the adjudicator, the board shall transmit to the adjudicator the original or certified copy of the entire record of the private hearing which may be subject of the petition. By stipulation of the parties to review the proceedings, the record of the case may be shortened. The adjudicator may require or permit subsequent corrections or additions to the shortened record.

The record certified and filed by the board shall be the record upon which the appeal shall be heard and no additional evidence shall be heard by the adjudicator. In such appeal to the adjudicator, especially when considering the credibility of witnesses, the adjudicator shall give weight to the fact findings of the board; but should not be bound by them.

Before the date set for hearing a petition for review of board action, which shall be within ten days after receipt of the record unless otherwise agreed or unless the adjudicator orders additional evidence be taken before the board, application may be made to the adjudicator for leave to present evidence in addition to that found in the record of the case. If it is shown to the adjudicator that the additional evidence is material and that there were good reasons for failure to present it in the private hearing before the board, the adjudicator may order that the additional evidence be taken before the board on conditions determined by the adjudicator. The board may modify its findings and decision in the case by reason of the additional evidence and shall file that evidence and any modifications, new findings, or decisions, with the adjudicator and mail copies of the new findings or decisions to the teacher.

The adjudicator may affirm board action or remand to the board for further proceedings. The adjudicator shall reverse, modify, or grant any appropriate relief from the board action if substantial rights of the teacher have been prejudiced because the board action is:

(a) In violation of the board rule or policy or contract, or

(b) Unsupported by a preponderance of the competent evidence in the record made before the board when that record is viewed as a whole, or

(c) Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

The adjudicator shall, within ten days after the hearing, make a decision and shall give a copy of the decision to the teacher and the secretary of the board. The decision of the adjudicator shall become the final and binding decision on the board unless either party within ten days notifies the secretary of the board that the decision is rejected. The board may reject the decision by majority vote, by roll call, in open meeting and entered into the minutes of the meeting. The board shall immediately notify the teacher of its decision by certified mail. The teacher may reject the adjudicator's decision by notifying the board's secretary in writing within ten days of the filing of such decision.

All costs of the adjudicator shall be shared equally by the teacher and the board.

If either party rejects the adjudicator's decision, the rejecting party shall within ten days of the initial filing of such decision, appeal to the district court of the county in which the administrative office of the school district is located. The notice of appeal shall be immediately mailed by certified mail to the other party. The adjudicator shall transmit to the reviewing court the original or a certified copy of the entire record which may be the subject of the petition. By stipulation of all parties to the review proceedings, the record of such a case may be shortened. A party unreasonably refusing to stipulate to limit the record may be taxed by the court for the additional cost. The court may require or permit subsequent corrections or additions to the shortened record.

In proceedings for judicial review of the adjudicator's decision, the court shall not hear any further evidence but shall hear the case upon the certified record. In such judicial review, especially when considering the credibility of witnesses, the court shall give weight to the fact findings of the board; but shall not be bound by them. The court may affirm the adjudicator's decision or remand to the adjudicator or the board for further proceedings upon conditions determined by the court. The court shall reverse, modify, or grant any other appropriate relief from the board decision or the adjudicator's decision equitable or legal and including declaratory relief if substantial rights of a petitioner have been prejudiced because the action is:

(a) In violation of constitutional or statutory provisions; or

(b) In excess of the statutory authority of the board or the adjudicator; or

(c) In violation of a board rule or policy or contract; or

(d) Made upon unlawful procedure; or

(e) Affected by other error of law; or

(f) Unsupported by a preponderance of the competent evidence in the record made before the board and the adjudicator when that record is viewed as a whole; or

(g) Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

Any aggrieved or adversely affected party to the judicial review proceeding may obtain a review of any final judgment of the district court by appeal to the Supreme Court. The appeal shall be taken an in other civil cases, although the appeal may be taken regardless of the amount involved.

EVALUATION: The board shall establish evaluation criteria and shall implement evaluation procedures.

As a part of the termination proceedings, the teacher's complete personnel file of employment by that board shall be available to the teacher, which file shall contain a record of all periodic evaluations between the teacher and appropriate supervisors.

PROBATION: The first two consecutive years of employment of a teacher in the same school district are a probationary period. However, a board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district and the board may extend the probationary period for an additional year with the consent of the teacher.

Should a probationary teacher's contract be not renewed the teacher is entitled to the due process procedures stipulated under the Notice Requirement and Hearing Requirement headings of this analysis. The teacher may not appeal the board's decision to an adjudicator. The board's decision shall be final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher.

CONTRACT RENEWAL DATES: The superintendent or the superintendent's designee shall notify the continuing contract or probationary teacher not later than March 15 that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not later than March 31 that the teacher's continuing contract be terminated effective at the end of the current school year.

NOTES:

Board member liability:

No school board member shall be liable for any damages to any teacher if any such statement is determined to be erroneous as long as such statement was made in good faith.

Administrator Contracts: Administrators are covered by a separate continuing contract law.

Suspension: The superintendent may suspend a teacher under this section pending hearing and determination by the board.

STATE: Kansas

STATUTE: Kansas Statutes. Title 60, Section 2101; Title 72, Sections 5410 through 5412A, 5436 through 5445, and 9001 through 72-9006.

SCOPE: "Teacher" shall mean teachers, supervisors, principals, superintendents and any other professional employees who are required to hold a teacher's or school administrator's certificate in any public school.

PROBABLE CAUSE DETERMINATION: Local board of education.

CAUSE: All teachers' contracts shall be in full force and effect during good behavior and efficient and competent service rendered by the teacher.

NOTICE REQUIREMENT: Whenever a teacher is given written notice of intention not to renew the teacher's contract or whenever such a teacher is terminated before the end of his or her contract term, the teacher shall be given a written notice of the proposed nonrenewal or termination including (1) a statement of the reasons for the proposed nonrenewal or termination, and (2) a statement that the teacher may have the matter heard by a hearing committee, upon written notice filed with the clerk of the board of education or the secretary of the board of trustees within 15 days from the date of such notice of nonrenewal or termination that he or she desires to be heard and designating therein one hearing committee member. Upon the filing of any such notice, the board shall, within 15 days thereafter, designate one hearing committee member. Two hearing committee members shall designate a third hearing committee member who shall be the chairman and who shall in all cases be a resident of the state of Kansas. In the event that the two hearing committee members are unable to agree upon a third hearing committee member within five days after the designation of the second hearing committee member, a district judge in the home county of the school district or community junior college shall appoint the third hearing committee member upon application of the teacher or either of the first two hearing committee members.

HEARING REQUIREMENT: The hearing shall afford procedural due process, including the following:

(a) The right of each party to have counsel of such party's own choice present and to receive the advice of such counsel or other person whom such party may select, and

(b) The right of each party or such party's counsel to cross examine any person who provides information for the consideration of the hearing committee, except those persons whose testimony is presented by affidavit, and

(c) The right of each person to present such party's own witnesses in person, or their testimony by affidavit or deposition, except that when presented by affidavit the same shall be served upon the clerk of the board of education, or the secretary of the board of trustees, or the agents of the board and upon the teacher in person or by first class mail to the address of the teacher which is on file with the board not less than ten days prior to presentation at the hearing committee, and

(d) The right of the teacher to testify in his or her own behalf and give reasons for his or her conduct, and the right of the board to present its testimony through such persons as it may call to testify for its behalf and to give reasons for its actions, rulings or policies, and

(e) The right of the parties to have an orderly hearing, and

(f) The right of the teacher to a fair and impartial decision based on substantial evidence.

Testimony at a hearing may, upon the request of either party shall be taken by a certified shorthand reporter or electronically recorded, and shall be transcribed upon request of either party or upon direction by a court. The costs for any such subscription shall be borne by the board of education.

All other costs of a hearing which are not specifically allocated in this section shall be borne equally by the parties.

At any meeting of a hearing committee, when authorized by a majority of the committee, any member may:

(a) Administer oaths;

(b) Issue subpoenas for the attendance and testimony of witnesses and the production of books, papers and documents relating to any matter under investigation;

(c) Authorize depositions to be taken;

(d) Receive evidence and limit lines of questioning and testimony which are repetitive, cumulative or irrelevant;

(e) Call and examine witnesses and introduce into the record documentary and other evidence;

(f) Regulate the course of the hearing and dispose of procedural requests, motions and similar matters, and

(g) Take any other action necessary to make the hearing accord with administrative due process.

Hearings shall not be bound by rules of evidence: provided however that the burden of proof shall initially rest upon the board in all instances other than when the allegation is that the teacher's contract has been terminated or nonrenewed by reason of the teacher having exercised the constitutional right. All relevant evidence shall be admissible except that the hearing committee may in its discretion exclude any evidence if it believes that its probative value is substantially outweighed by the fact that its admission will necessitate undue consumption of time.

Unless otherwise agreed to by both the board and the teacher, the hearing committee shall render a written recommendation not later than 30 days after the close of the hearing, setting forth its findings of fact and recommendation as to the determination of the issues. The recommendation of the hearing committee shall be submitted to the board which shall, after considering the hearing committee's recommendation and after hearing all argument or receiving written briefs from the teacher and a representative of the board, decide whether the teacher's contract shall be renewed or terminated.

APPEAL REQUIREMENT:

The board's decision shall be final, subject to appeal to the district court.

A judgment rendered or final order made by a court or any other tribunal, board or officer exercising judicial or quasi-judicial functions, and inferior in jurisdiction to the district court, may be reversed, vacated or modified by the district court. If no other means for perfecting such an appeal is provided by law, it shall be sufficient for an aggrieved party to file a notice that he is appealing from such judgment or order with such court, tribunal, board or officer within thirty days of its entry, and then causing true copies of all pertinent proceedings before such court, tribunal, board, or officer to be preapred and filed with the clerk of the district court of the county in which such judgment or order was entered. The clerk shall thereupon docket the same as an action in the district court, which court shall then proceed to review the same, either with or without additional pleadings and evidence, and enter such order or judgment as justice shall require. A docket fee shall be required by the clerk of the district court

as in the filing of an original action. When an action is filed in the district court on appeal or removal from an inferior court the jurisdiction of the district court shall not be limited to only such matters as were within the jurisdiction of the lower court, and the district court may by order permit the issues to be enlarged in the same manner and to the same extent as if the action had been originally commenced in the district court.

The supreme court shall have jurisdiction to correct, modify, vacate, or reverse any act, order, or judgment of a district court in order to assure that any such act, order or judgment is just, legal, and free of abuse.

EVALUATION:

Every board shall adopt a written policy of personnel evaluation procedure in accordance with this act and file the same with the state board. Every policy shall:

a. Be prescribed in writing at the time of original adoption and at all times thereafter when amendments thereto are adopted. The original policy and all amendments thereto shall be promptly filed with the state board.

b. Include evaluation procedures applicable to all employees.

c. Provide that all evaluations are to be made in writing and that evaluation documents and response thereto are to be maintained in a personnel file for each employee for a period of not less than three years from the date each evaluation is made.

d. Provide that commencing not later than the 1974-1975 school year, every employee in the first two consecutive years of his employment shall be evaluated at least two times per year, and that every employee during the third and fourth years of his employment shall be evaluated at least one time each year, and that after the fourth year of his employment every employee shall be evaluated at least once in every three years.

Evaluation policies should meet the following criteria:

a. Consideration should be given to the following personal qualities and attributes: Efficiency, personal qualities, professional deportment, ability, health (both physical and mental), results and performance, including in the case of teachers the capacity to maintain control of students, and such other matters as may be deemed material.

b. Community attitudes toward, support for and expectations with regard to educational programs should be reflected.

c. The original policy and amendments should be developed by the board in cooperation with the persons responsible for making evaluations and the persons who are to be evaluated, and to the extent practicable, consideration should be given to comment and suggestions from other community interests.

d. Evaluations are to be made by personnel designed by the board. The board shall place primary responsibility upon members of the administrative staff in making such evaluations.

c. Persons to be evaluated should participate in their evaluations, including an opportunity for self-evaluation.

Whenever any evaluation is made of an employee, the written document shall be presented to the employee, and the employee shall acknowledge such presentation by his signature. At any time not later than two weeks after such presentation, the employee may respond in writing. Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated employee, the board, the administrative staff, the state board of education, the board and the administrative staff of any school to which such employee applies for employment, and other persons specified by the employee in writing to his board.

PROBATION: The due process provisions shall apply only to those teachers who have completed two consecutive years of employment in the school district, or community junior college, except where a teacher alleges his or her termination or nonrenewal is the result of his or her having exercised a constitutional right. Recent court decisions however have held that non-tenured teachers have due process rights despite the fact that they are not covered by the statutory law. Any board may waive such two year requirement for any teachers employed by it who, prior to such employment, were teachers who had completed not less than two consecutive years of employment in any school district or community junior college in the state.

CONTRACT RENEWAL DATES: Written notice must be served by a board upon a teacher on or before the 15th day of March.

STATE: Kentucky

STATUTE: Kentucky Revised Statutes. Title 7, Chapters 161.720, 161.721, 161.740, 161.750, 161.780 and 161.790.

SCOPE: The term "teacher" shall mean any person for whom certification is required as a basis of employment in the public schools of the state with the exception of the superintendent.

PROBABLE CAUSE DETERMINATION: Superintendent.

CAUSE: The contract of the teacher shall remain in force during good behavior and efficient and competent service by the teacher and shall not be terminated except for any of the following causes:

(a) Insubordination, including but not limited to (1) violations of lawful rules and regulations established by the local board of education for the operation of schools, and (2) refusal to recognize or obey the authority of the superintendent, principal, or any other supervisory personnel of the board in the performance of their duties;

(b) Immoral character or conduct unbecoming a teacher;

(c) Physical or mental disability;

(d) Inefficiency, incompetency, or neglect of duty, when a written statement identifying the problems or difficulties has been furnished the teacher or teachers involved.

When by reason of decreased enrollment of pupils or by reason of suspension of schools or territorial changes affecting the district, a board of education decides that it will be necessary to reduce the number of teachers, it shall have full authority to make reasonable reduction. But, in making such reduction, the board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers whose continuing contracts are suspended have the right of restoration in continuing service status in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

NOTICE REQUIREMENT: No contract shall be terminated unless the teacher is furnished with a written statement, specifying in detail the charge or charges against said teacher, signed by the chairman and

secretary of the board of education and naming a date and place at which the teacher may appear before the board of education and answer the charge or charges.

HEARING REQUIREMENT:

The date for the hearing shall not be less than twenty nor more than thirty days after the service of such charges upon the teacher.

The teacher shall within ten days after the receipt of the written statement of such charges notify the board of education of his intention to appear and answer such charges, and upon failure of the teacher to give such notice, the board of education may dismiss the teacher by a majority vote and such dismissal shall be final.

Upon receipt of a teacher's notice of intention to appear and answer such charges, the board of education shall issue such subpoenas as shall be necessary for the determination of the issues involved. The issue shall be heard at the time and place set and the hearing shall be public or private at the discretion of the teacher. Both parties may be represented by counsel and may require the presence of witnesses upon subpoena. Each witness shall be required to take oath or affirmation before an officer of the board of education. The board of education shall provide for a stenographic report of the proceedings and furnish the teacher with a copy. Upon completion of both sides of the case the board of education may by majority vote dismiss the teacher or may defer action for not more than five days.

APPEAL REQUIREMENT:

The teacher shall have a right to make an appeal both as to law and as to fact to the circuit court. If said appeal is not made within thirty days after dismissal, then the decision of the board of education shall be final. Such appeal shall be in original action in the court and shall be commenced by the filing of a petition against such board of education, in which petition the facts shall be alleged upon which the teacher relies for a reversal or modification of the order of termination of contract. Upon service or waiver of summons in said appeal, such board of education shall forthwith transmit to the clerk of said court for filing a transcript of the original notice of charges and a transcript of all evidence produced at the hearing before such board, whereupon the cause shall be at issue without further pleading and shall be advanced and heard without delay. The court shall examine the transcript and record of the hearing before the board of education and shall hold such additional hearings as it may deem advisable, and which it may consider other evidence in addition to such transcript and record. Upon final hearing, the court shall grant or deny the relief prayed for in the petition as may be proper under the provisions of this law and in accordance with the evidence produced at the hearing. Either the teacher or the board of education may appeal from the action of the court to the court of appeals.

EVALUATION:

Charges by the school board in relation to the termination of a continuing contract shall be supported by written records of teacher performance by the superintendent, principal, or other supervisory personnel of the board.

PROBATION:

When a currently employed teacher is recommended for reemployment after teaching four (4) consecutive years in the same district, or after teaching four (4) years which shall fall within a period not to exceed six (6) years in the same district, the year of present employment included, the superintendent shall recommend said teacher for a continuing contract, and, if the teacher is employed by the board of education, a written continuing contract shall be issued.

When a teacher has attained continuing contract status in one district and becomes employed in another district, the teacher shall retain that status provided, however, that a district may require a one-year probationary period of service in that district before granting that status.

Any teacher employed under a limited contract and ineligible for a continuing contract shall at the expiration of such limited contract be deemed reemployed under the provisions of this law for the succeeding school year at the same salary plus any increment or decrease as provided by the salary schedule, unless the employing board shall give such teacher written notice on or before the fifteenth day of May of its intention not to reemploy him; upon request by the teacher, such written notice shall contain the specific reason or reasons why the teacher is not being reemployed.

CONTRACT RENEWAL DATES:

For teachers on limited contracts, the employing board shall give such teacher written notice on or before the fifteenth day of May of its intention not to reemploy him.

The superintendent shall be eligible for continuing contract status when he meets all the requirements prescribed in the law for continuing contracts for teachers.

NOTES:

Administrator Contracts:

A local board of education may demote an administrator who has not completed three years of administrative service, not including leave granted by approving the superintendent's recommendation for demotion and by complying with the requirements of the law.

An administrator who has completed three years of administrative service, not including leave, cannot be demoted unless due process procedures have been complied with.

Retirement: Continuing contracts service shall expire when a teacher reaches the age of sixty-five.

Suspension: The board of education may, on recommendation of the superintendent, suspend a teacher pending final action to terminate his contract if, in his judgment, the character of the charges warrants such action. If after the hearing, the decision of the board is against termination of contract, the suspended teacher shall be paid his full salary for a period of such suspension.

STATE: Louisiana

STATUTE: Louisiana Revised Statutes. Sections 17:426, 17:441-444, 17:461-463, and 17:471.

SCOPE:

Teachers employed in state institutions:

The word "teacher" shall mean any employee of the director of institutions or the Louisiana board of institutions who holds the teacher's certificate issued by the department of education with the state of Louisiana relating to public education and to the rules and regulations adopted by the state board of education and whose employment requires him or her to instruct inmates of any institution under the control, administration and management of said director or said board of institutions.

Parish teachers:

The word "teacher" means any employee of any parish or city school board who holds a teacher's certificate and whose legal employment requires such teacher's certificate and any school lunch supervisor employed by a parish or city school board who holds a special parish school lunch supervisors certificate.

PROBABLE CAUSE DETERMINATION: Not addressed.

CAUSE:

Teachers employed in state institutions:

No permanent teacher shall be removed from office except upon written and signed charges of willful neglect of duty, or of incompetence or dishonesty.

Parish teachers:

A permanent teacher shall not be removed from office except upon written and signed charges of willful neglect of duty or incompetency or dishonesty or being a member of or of contributing to any group organization movement or corporation that is by law or injunction prohibited from operating in the state of Louisiana.

Orleans parish teachers:

A permanent teacher shall not be removed from office except on written and signed charges of immorality or of willful neglect of duty, or of incompetency, or of being a member of or of contributing to any group, organization, movement or corporation that is prohibited by law or injunction from operating in the state of Louisiana.

NOTICE REQUIREMENT:

Teachers employed in state institutions:

No permanent teacher shall be removed from office except upon written and signed charges.

The teacher shall be furnished by said board at least fifteen days in advance of said hearing, with a copy of the written charges.

Parish teachers:

A permanent teacher shall not be removed from office except upon written and signed charges.

At least fifteen days in advance of the date of the hearing the school board shall furnish the teacher with a copy of the written charges.

Orleans parish teachers:

A permanent teacher shall not be removed from office except on written and signed charges. At least 15 days in advance of the date of the hearing, the school board shall furnish the teacher with the following:

(1) A copy of the written charges.

(2) A list of the names and last known addresses of all witnesses the board may or will use at the hearing.

(3) A copy of all documents the board will or may introduce during the course of the hearing.

At least fifteen days in advance of the date of the hearing the teacher shall furnish the school board with the following:

(1) A list of the names and addresses of all witnesses the teacher may or will use at the hearing.

(2) A copy of all documents the teacher will or may introduce during the course of the hearing.

HEARING REQUIREMENT:

Teachers employed in state institutions:

The hearing at the option of the teacher may be private or public. Said teacher shall have a right to appear before said board at said hearing with witnesses in his or her behalf and with counsel of his or her selection all of whom shall be heard by said board at said hearing. The Louisiana board of institutions shall conduct the hearing.

Parish teachers:

The hearing shall be held by the school board of the parish or city as the case may be which hearing may be public or private at the option of the teacher. The teacher shall have the right to appear before the board with witnesses in his behalf and with counsel of his selection all of whom shall be heard by the board at the said hearing.

Orleans parish teachers:

The teacher shall have the right to appear before the board with witnesses in his behalf and with counsel of his selection all of whom shall be heard by the board at the said hearing.

The board shall have the power to administer oath and affirmation and the power to issue subpoenas in the name of the state of Louisiana to compel the attendance of witnesses and the production of documentary evidence.

APPEAL REQUIREMENT:

Teachers employed in state institutions:

The board of institutions' decision may be appealed to the court of appropriate jurisdiction.

Parish teachers and Orleans parish teachers:

If a permanent teacher is found guilty by a school board and ordered removed from office or disciplined by the board the teacher may not more than one year from the date of said finding, petition the court of competent jurisdiction for a full hearing to review the action of the school board and the court shall have jurisdiction to affirm or reverse the action of the school board in the matter. If the finding of the school board is reversed by the court and the teacher is ordered reinstated and restored to duty, the teacher shall be entitled to full pay for any loss of time or salary he or she may have sustained by reason of the action of said school board.

EVALUATION: Not addressed.

PROBATION:

Teachers employed in state institutions:

Each teacher shall serve a probationary term of three years to be reckoned from the date of his or her first appointment in the institution in which the teacher is serving his or her probation. During said probationary term the Louisiana board of institutions may dismiss or discharge any probationary teacher upon written recommendation, accompanied by valid reason therefore, of the director of institutions.

Any teacher found unsatisfactory by the Louisiana board of institutions at the expiration of said probationary term shall be by said board notified in writing that he or she has been discharged or dismissed; Provided that in the absence of such notification such probationary teacher shall automatically become a regular and permanent teacher in the employ of the director of institutions or said board; and provided further that all teachers presently employed by said director and/or said board who hold proper certificates and who have served satisfactorily as teachers for more than an aggregate of three consecutive years in their present positions are hereby declared to be regular and permanent teachers in the employ of said director or said board.

Parish teachers:

Each teacher shall serve a probationary term of three years to be reckoned from the date of his or her first appointment to the parish or city in which the teacher is serving his probation. During the probationary term the parish or city school board as the case may be may dismiss or discharge any probationary teacher upon the written recommendation of the parish or city superintendent of the schools accompanied by valid reasons therefore.

Any teacher found unsatisfactory by the parish or city school board at the expiration of the said probationary terms shall be notified in writing by the board that he has been discharged or dismissed; in the absence of such notification such probationary teacher shall automatically become a regular and permanent teacher in the employ of the school board of the parish or city in which he has successfully served his three-year probationary term.

Orleans parish teachers:

All teachers shall serve a probationary term of three years reckoned from the date of appointment in the parish of Orleans during which term the Orleans parish school board may dismiss or discharge any such probationary teacher upon the recommendation of the superintendent of public schools for the parish or Orleans accompanied by the written reasons therefore.

Any probationary teacher found unsatisfactory by the Orleans parish school board at the expiration of the said probationary period, shall be notified in writing by the board that he has been discharged or dismissed; in the absence of such notification the probationary teacher shall automatically become a regular and permanent teacher in the employ of the Orleans parish school board.

CONTRACT RENEWAL DATES: Not addressed.

NOTES:

Administrator contracts:

Parish teachers:

Whenever teachers who have acquired permanent status in a parish or city school system are promoted by the employing school board by moving such teachers from a position of lower salary to one of higher salary such teachers shall serve a probationary period of three years in the higher position before acquiring permanent status therein but shall retain the permanent status acquired in the lower position from which he or she was promoted. During the probationary period in the position to which promoted a teacher shall not be disciplined, removed or demoted to the lower position from which he or she was promoted except in compliance with the continuing contract law. At the expiration of the probationary period in the higher position a teacher unless removed or demoted shall automatically acquire permanent status in the higher position and thereafter may not be disciplined, removed or demoted from such higher position except in compliance with the continuing contract law.

Where a teacher has not completed the probationary period for teachers or for particular promotional positions as established and is promoted to a higher position the probationary period either as a teacher or in the previous promotional position shall continue to run and at the end of such three-year probationary period the teacher shall automatically acquire permanent status in the previously held position until permanent status in the new position is acquired.

Orleans parish teachers:

Whenever a teacher who has acquired permanent status in the Orleans parish school system is promoted by the employing school board by moving such teacher from a position of lower salary to one of higher salary such teacher shall serve a probationary period of three years in the higher position before acquiring permanent status therein but shall retain the permanent status acquired in the lower position from which he or she was promoted.

During the probationary period in the position to which promoted a teacher shall not be disciplined, removed or demoted to a lower position from which he or she was promoted except in compliance with the continuing contract law. At the expiration of the probationary period in the higher position a teacher, unless removed or demoted in accordance with the continuing contract law shall automatically acquire permanent status in the higher position and thereafter may not be disciplined, removed or demoted from such higher position except in compliance with the continuing contract law.

Where a teacher has not completed the probationary period for teacher or for particular promotional positions and is promoted to a higher position the probationary period either as a teacher or in the previous promotional position shall continue to run and at the end of such three-year probationary period the teacher shall automatically acquire permanent status in the previously held position until permanent status in the new position is acquired.

Retirement: All teachers in the public schools in this state who are not members of any publicly supported retirement shall be retired or shall discontinue their employment when such teacher reaches 65 years of age.

STATE: Maine

STATUTE: Maine Revised Statutes. Title 20, Sections 161-5 and 473-4.

SCOPE: All teachers.

PROBABLE CAUSE DETERMINATION: Superintendent.

CAUSE: Just cause for dismissal or nonrenewal may be a negotiable item.

The right to terminate a contract after due notice of ninety days is reserved to the superintending school committee or school directors when changes in local conditions warrant the elimination of a teacher's position for which the contract was made.

NOTICE REQUIREMENT: The teacher must receive notice.

HEARING REQUIREMENT: The teacher may during the fifteen days following such notification receive a hearing with the school committee or governing board. He may request reasons. The hearing shall be private except by mutual consent and except that either or both parties may be represented by counsel. Such hearing must be granted within thirty days of the receipt of the teacher's request. The duties of a superintending school committee shall be after the investigation, due notice of hearing, and hearing thereon, they shall dismiss any teacher, although having the requisite certificate, who proves unfit to teach or whose services they deem unprofitable to the school; and give said teacher a certificate of dismissal and the reasons therefore, a copy of which they shall retain.

Such dismissal shall not deprive the teacher of compensation for previous services.

APPEAL REQUIREMENT: Manner of appeal determined by collective bargaining.

EVALUATION: It is the duty of the superintendent to direct and supervise the work of all teachers.

PROBATION: After a probationary period of not to exceed two years, subsequent contracts of duly certified teachers shall be for not less than two years.

After probationary period of two years, any teacher, who received notice that his contract is not going to be renewed may within fifteen days request a hearing with the school committee.

CONTRACT RENEWAL DATES: Unless a duly certified teacher receives a written notice to the contrary at least six months before the terminal date of the contract, the contract shall be extended automatically for one year and similarly in subsequent years.

NOTES:

Retirement: Sixty-five years of age, although the right to an extension for a longer period of time through a new contract is specifically reserved to the contracting parties.

STATE:	Maryland - with the exception of Baltimore
STATUTE:	Annotated Code of Maryland. Article 77, Sections 114, 114-A, 114-B, and 114-C.
SCOPE:	Teachers, principals, supervisors, assistant superintendents, or other professional assistants.
PROBABLE CAUSE DETERMINATION:	The county board of education on the recommendation of the county superintendent of schools.
CAUSE:	Immorality, misconduct in office, insubordination, incompetency, or willful neglect of duty.
NOTICE REQUIREMENT:	The charge or charges shall be stated, in writing, to such person and that person shall be given an opportunity to be heard by the said board of education upon not less than ten days' notice.
HEARING REQUIREMENT:	Such person shall be allowed to bring counsel and witnesses, if so desired. In all proceedings before the board of education of Montgomery County the board shall cause the same to be heard initially by a hearing examiner, who shall be an attorney admitted to practice before the court of appeals of Maryland. The hearing examiner shall submit a transcript of the proceedings and exhibits, his findings of fact and conclusions of law, and his recommendations to the Board of Education and the appellant(s). The board shall allow parties to the proceedings before the hearing examiner an opportunity to make arguments before it, if desired. Following a review of the record and the recommendations, the board shall render a decision, which decision shall be subject to further appeal to the State Board of Education. In all proceedings before the Board of Education of Charles County the board may cause the same to be heard initially by a hearing examiner, chosen by the board, who shall be an attorney admitted to practice before the Court of Appeals of Maryland. The hearing examiner may not also be the attorney to the Board of Education or in any way connected with the attorney to the Board of Education. The hearing examiner shall submit a transcript of the proceedings and exhibits and his findings of fact and conclusions of law to the Board of Education and the appellant(s). The board shall allow parties to the proceedings before the hearing examiner an opportunity to make arguments before it if desired. Following a review of the record the board shall render a decision which shall be subject to further appeal to the State Board of Education.

In all proceedings before the Board of Education of Hartford County the board may cause the proceedings to be heard initially before a hearing examiner, who is an attorney admitted to practice before the Court of Appeals of Maryland. The hearing examiner shall submit a transcript of the proceedings and exhibits his findings of fact and conclusions of law, and his recommendations to the Board of Education and the appellent(s). The board shall allow parties to the proceedings before the hearing examiner an opportunity to make arguments before it, if desired. Following a review of the record and the recommendations, the board shall render a decision, which shall be subject to further appeal to the State Board of Education.

APPEAL REQUIREMENT: An appeal from the board's decision may be made to the state board of education. The appeal will be heard de novo. Further appeal is allowed to the circuit court. Such appeal will follow the procedures of the Administrative Procedures Act.

EVALUATION: Not addressed.

PROBATION: The law states that nothing in this section shall preclude the state board of education from adopting bylaws providing for a probationary period of employment not to exceed two years.

CONTRACT RENEWAL DATES: Not addressed.

STATE:	Massachusetts
STATUTE:	Annotated Laws of Massachusetts. Chapter 71, Sections 42 through 71.43B.
SCOPE:	Any teacher or principal or superintendent of school employed at the discretion or any superintendent employed under a contract, for the duration of his contract, or any principal or supervisor.
PROBABLE CAUSE DETERMINATION:	School committee.
CAUSE:	Inefficiency, incapacity, conduct unbecoming a teacher or superintendent, insubordination or other good cause. The school district shall have the right to dismiss a teacher whenever an actual decrease in the number of pupils in the school of the town renders such action advisable. In case a decrease of the number of pupils in the school of a town renders advisable the dismissal of one or more teachers a teacher who is serving at the discretion of a school committee shall not be dismissed if there is a teacher not serving at discretion whose position the teacher serving at discretion is qualified to fill.
NOTICE REQUIREMENT:	A tenured teacher or superintendent employed under a contract, for the duration of his contract, shall not be dismissed except for cause nor unless at least thirty days, exclusive of customary vacation periods, prior to the meeting at which the vote is to be taken, he shall have been notified of such intended vote; nor unless if he so requests, he shall have been furnished by the committee with a written charge or charges of the cause or causes for which his dismissal is proposed.
HEARING REQUIREMENT:	If the tenured employee requests, he shall be given a hearing before the school committee which may be either public or private at the discretion of the school committee and at which he may be represented by counsel, present evidence and call witnesses to testify in his behalf and examine them. The superintendent shall give the committee his recommendations thereon. The school committee may dismiss any teacher, but no teacher and no superintendent, other than a union superintendent and a superintendent of schools in the city of Boston, shall be dismissed unless by a two-thirds vote of the whole committee.
APPEAL REQUIREMENT:	The employee may within thirty days appeal to the superior court in the county in which the person was or is employed.

The court shall advance the appeal for a speedy hearing and after such notice to the parties as it deems reasonable, it shall hear witnesses, review such action, and determine whether or not upon all the evidence such action was justifiable. If the court finds such action was justifiable, the action of the school committee shall be affirmed; otherwise, it shall be reversed and the appellant shall be reinstated to the position without loss of compensation. The decision of the court shall be final, except as to matters of law.

Any tenured teacher or superintendent of school or any superintendent employed under a contract, for the duration of his contract who has incurred expense in defending himself against an unwarranted removal or suspension shall be reimbursed for such expense from the same source from which the salary is paid; Provided, however, that the amount of such reimbursement shall in no event exceed ten percent of the amount of the usual compensation of such person for the period during which such removal or suspension was in effect; and provided, further, that such teacher or superintendent makes written application to the school committee for such reimbursement.

EVALUATION: The teacher has the right to inspect written records regarding his performance.

PROBATION: Every school committee in electing a teacher who has served in its public schools for three previous consecutive years shall employ him to serve at its discretion, but any school committee may elect a teacher who has served in its schools for not less than one year to serve at such discretion.

Any teacher not employed at discretion and who has been teaching for more than 90 days shall not be dismissed for any reason unless at least 15 days, exclusive of customary vacation periods, prior to the meetings at which the vote is to be taken, he shall have been notified of such intended vote and, if, he so requests he shall have been furnished by the committee with the written statement of the cause or causes for which the dismissal is proposed and if he so requests he has been given a hearing before the school committee at which he may be represented by counsel, present evidence and call witnesses to testify in his behalf and examine them and the superintendent shall have given the committee his recommendation thereon.

CONTRACT RENEWAL DATES: A teacher not serving at discretion (on probation) shall be notified in writing on or before April 15th whenever such person is not to be employed for the following school year. Unless said notice is given as herein provided the teacher not serving at discretion shall be deemed to be appointed for the following school year.

NOTES:

Administrator Contracts:

A school committee may award a contract for a superintendent of schools for a period not exceeding six years. Nothing in this section shall be construed to prevent a school committee from voting to employ the superintendent of schools who has completed three or more years service to serve at its discretion (i.e., to receive tenure).

No principal, supervisor, assistant principal, or professional employee performing the duties of a principal, supervisor, assistant principal, by whatever title his position may be known, who has served in that position for over three years shall without his consent be demoted except for inefficiency, incapacity, unbecoming conduct, insubordination, or other good cause; or unless at least 30 days exclusive of customary vacation periods, prior to the meeting at which the vote is to be taken he shall have been notified of such intended vote. Nor unless he so requests he shall have been furnished by the committee with the written charge or charges of the cause or causes for which his demotion is proposed nor unless if he so requests he has been given a hearing before the school committee which may be either public or private at the discretion of the school committee and at which he may be represented by counsel, present evidence and call witnesses to testify in his behalf and examine them nor unless the charge or charges shall have been substantiated nor unless the superintendent shall have given the committee his recommendations thereon.

Suspension:

The school committee may suspend any teacher, but no teacher shall be suspended for more than 10 days and no superintendent other than a union superintendent and the superintendent of schools in the city of Boston shall be suspended unless by a two-thirds vote of the whole committee. In every such town a teacher or superintendent employed at the discretion or a superintendent employed under a contract shall not be suspended under the provisions of this paragraph except for unbecoming conduct or other good cause nor unless at least 7 days exclusive of customary vacation periods prior to the meeting at which the vote is to be taken he shall have been notified of such intended vote nor unless if he so requests he shall have been furnished by the committee with the written charge or charges of the cause or causes for which a suspension is proposed nor unless if he so requests he is given a hearing before the school committee which may be either public or private at the discretion of the school committee and at which he may be represented by counsel, present evidence and call witnesses to testify in his behalf and to examine them and to cross examine other witnesses nor unless the charge or charges shall have been substantiated nor unless in

the case of the teacher the superintendent shall have given the committee his recommendations thereon. No teacher or superintendent shall be suspended for a period exceeding one month nor shall such teacher or superintendent receive compensation for any period of loss or suspension. No teacher or superintendent shall be interrogated prior to any notice given to him relative to a hearing on suspension unless he is notified of his right to be represented by counsel during any such investigation.

The school committee, superintendent or any other school official designated for the purpose by the superintendent may notwithstanding any provision of this section to the contrary suspend for a period of no more than 5 days a teacher for unbecoming conduct or for any other cause which such committee, superintendent or official deems adequate.

STATE: Michigan

STATUTE: Michigan Statutes Annotated. Sections 15.1971 through 15.2056.

SCOPE: The term "teacher" includes all certificated persons employed for a full school year by any board of education or controlling board of any public educational institution.

PROBABLE CAUSE DETERMINATION: By the person making charges against a teacher.

CAUSE: Discharge or demotion may be made only for reasonable and just cause. The board may place a teacher on an unrequested leave of absence for up to one year for a physical or mental disability.

Any teacher on permanent tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which he is certified and qualified.

NOTICE REQUIREMENT: All charges against a teacher shall be made in writing, signed by the person making the same, and filed with the secretary, clerk or other designated officer of the controlling board. The controlling board, if it decides to proceed upon such charges, shall furnish the teacher with a written statement of the charges including a statement of the teacher's rights under this article, and shall, at the option of the teacher, provide for a hearing to take place not less than thirty nor more than forty-five days after the filing of such charges.

HEARING REQUIREMENT: The hearing shall be conducted in accordance with the following provisions:

(a) The hearing shall be public or private at the option of the teacher affected.

(b) No action shall be taken resulting in the demotion or dismissal of a teacher except by a majority vote of the members of the controlling board.

(c) Both the teacher and the person filing charges may be represented by counsel.

(d) Testimony at hearings shall be on oath or affirmation.

(e) The controlling board shall employ a stenographer who shall make a full record of the proceedings of such hearing and who shall, within ten days after the conclusion thereof, furnish the controlling board and the teacher affected thereby with a copy of the transcript of such record, which shall be certified to be complete and correct.

(f) Any hearing held for the dismissal or demotion of a teacher must be concluded by a decision in writing, within fifteen days after the termination of the hearing. A copy of such decision shall be furnished the teacher affected within five days after the decision is rendered.

(g) The controlling board shall have the power to subpoena witnesses and documentary evidence, and shall do so on its own motion or at the request of the teacher against whom charges have been made.

APPEAL REQUIREMENT:

A teacher who has achieved tenure status may appeal any decision of a controlling board under this act within thirty days from the date of such decision, to a state tenure commission. The state tenure commission shall provide for a hearing to be held within sixty days from the date of appeal. Notice and conduct of such hearings shall be the same as provided by the board of education hearings.

The state tenure commission is composed of five members: two of whom are classroom instructors, one a member of a board of education of a graded or city school district, one a person not a member of a board of education or a teacher, and one a superintendent of schools. The superintendent of public instruction shall be ex-officio secretary of the commission and the attorney general shall assign to the commission an assistant who shall be legal adviser to the commission.

The state tenure commission on appeal from a decision of a controlling board has the right under statute to subpoena witnesses, and has the right to hear evidence and consider it on issue involved and after hearing new testimony together with testimony presented to the school board may make an independent finding of fact and may opinionate on the same and enter an order accordingly.

On a teacher's appeal to the tenure commission from a decision of the controlling board of education, all questions of facts decided by the board, as well as requisite questions of law, are reviewable and determined de novo by the commission.

EVALUATION:

At least sixty days before the close of each school year the controlling board shall provide the probationary teacher with a definite written statement as to whether or not his work has been satisfactory. Failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory.

PROBATION:

All teachers during the first two years of employment shall be deemed to be in a period of probation.

No teacher shall be required to serve more than one probationary period in any one school district or institution: Provided, that a third-year probation may be granted by the controlling board upon notice to the tenure commission.

Teachers in a probationary period do not have the rights of hearing if terminated or rights of appeal.

If a teacher on continuing tenure is employed by another controlling board, he shall not be subject to another probationary period of more than one year beginning with the date of employment, and may at the option of the controlling board be placed immediately on continuing tenure.

If a teacher on continuing tenure becomes an employee of another controlling board as a result of school district annexation, consolidation or other form of school district reogranization, he shall be placed on continuing tenure within thirty days unless the controlling board by a two-thirds vote on an individual basis, places the teacher on not more than one year probation.

CONTRACT RENEWAL DATES:

Tenured Employees: Charges against a teacher concerning the character of professional services shall be filed at least sixty days before the close of the school year.

Probationary Employees: Any probationary teacher or teacher not on continuing contract shall be employed for the ensuing year unless notified in writing at least sixty days before the close of the school year that his services will be discontinued.

NOTES:

Administrator Contracts: If the controlling board shall provide in a contract of employment of any teacher employed other than as a classroom teacher, including but not limited to, a superintendent, assistant superintendent, principal, department head or director of curriculum, made with such teacher after the completion of a probationary period, that such teacher shall not be deemed to be granted continuing tenure in such capacity by virtue of such contract of employment, then such teacher shall not be granted tenure in such capacity, but shall be deemed to have been granted continuing tenure as an active classroom teacher in such school district. Upon termination of any such contract of employment, if such controlling board shall not reemploy such teacher under contract in any such capacity, such teacher shall be continuously employed by such controlling board as an active classroom teacher. Failure of any controlling board to reemploy any such teacher in any

such capacity upon the termination of any such contract of employment shall not be deemed to be a demotion within the provisions of this act. The salary in the position to which such teacher is assigned shall be the same as if he had been continuously employed in the newly assigned position. Failure of any such controlling board to so provide in any such contract of employment of any teacher in a capacity other than a classroom teacher shall be deemed to constitute the employment of such teacher on continuing contract in such capacity and subject to the provisions of this act. Continuing tenure shall not apply to an annual assignment of extra duty for extra pay.

Retirement: A school board may establish a reasonable policy for retirement to apply equally to all teachers who are eligible for retirement or having established a reasonable retirement age policy, from temporarily continuing on criteria equally applied to all teachers the contract on a year-to-year basis of any teacher whom the controlling board might wish to retain beyond the established retirement age for the benefit of the school system.

Suspension: On the filing of charges the controlling board may suspend the accused teacher from active performance of duty until the decision is rendered by the controlling board, but the teacher's salary shall continue during such suspension: Provided, that if the decision of the controlling board is appealed and the tenure commission reverses the decision of the controlling board, the teacher shall be entitled to all salary loss as a result of such suspension.

Further duties of the Tenure Commission:

To hear appeal of teachers placed on unrequested leave of absence; to hear appeal of reduction in force practices; to hear disagreement over reappointment to the first vacancies after reduction in force be tenured teachers.

STATE: Minnesota

STATUTE: Minnesota Statutes Annotated. Sections 125.12, 329.30, and 354.44.

SCOPE:

First Class Cities:

The term "teacher" includes every person regularly employed, as a principal, or to give instruction in a classroom, or to superintend or supervise classroom instruction, or as placement teacher and visiting teacher. Persons regularly employed as counselors and school librarians shall be covered by these sections as teachers if licensed as teachers or as school librarians.

Superintendents are not covered under the tenure law.

All Other Cities:

A superintendent, principal, supervisor, and classroom teacher and any other professional employee required to hold a license from the state department shall be deemed a "teacher" within the meaning of this section.

PROBABLE CAUSE DETERMINATION:

First Class Cities:

The person making the charges.

All Other Cities:

School board.

CAUSE:

First Class Cities:

Causes for the discharge or demotion of a teacher either during or after the probationary period shall be:

(1) Immoral character, conduct unbecoming a teacher, or insubordination;

(2) Failure without justifiable cause to teach without first securing the written release of the school board having the care, management, or control of the school in which the teacher is employed;

(3) Inefficiency in teaching or in the management of a school;

(4) Affliction with active tuberculosis or other communicable disease which shall be considered as cause for removal or suspension while the teacher is suffering from such disability; or

(5) Discontinuance of position or lack of pupils. Any teacher whose services are terminated on account of discontinuance of position or lack of pupils shall receive first consideration for other positions in the district for which he is qualified. In the event it becomes necessary to discontinue one or more positions, in making such discontinuance, teachers shall be discontinued in any department in the inverse order in which they were employed.

All Other Cities:

A continuing contract may be terminated, effective at the close of the school year, upon any of the following grounds:

(a) Inefficiency;

(b) Neglect of duty, or persistent violation of school laws, rules, regulations or directives;

(c) Conduct unbecoming a teacher which materially impairs his educational effectiveness;

(d) Other good and sufficient grounds rendering the teacher unfit to perform his duties.

A school board may discharge a continuing contract teacher, effective immediately, upon any of the following grounds:

(a) Immoral conduct, insubordination, or conviction of a felony;

(b) Conduct unbecoming a teacher which requires the immediate removal of the teacher from his classroom or other duties;

(c) Failure without justifiable cause to teach without first securing the written release of the school board;

(d) Gross inefficiency which the teacher has failed to correct after reasonable notice;

(e) Willful neglect of duty; or

(f) Continuing physical or mental disability subsequent to a twelve-month leave of absence and inability to qualify for reinstatement in accordance with the requirements for absence for health reasons.

NOTICE REQUIREMENT:

First Class Cities:

The charges against the teacher shall be in writing and signed by the person making the same and then filed with the secretary or clerk of the school board having charge of the school in which the teacher is employed. Such school board before discharging or demoting a teacher shall then accord the teacher against whom such charges have been filed a full hearing and give to the teacher at least ten day's notice in writing of the time and place of such hearing; such notice may be served personally or sent by registered mail addressed to such teacher at his last known post office address; Provided, that if the charge be made by any person not in connection with the school system the charge may be disregarded by such school board.

All Other Cities:

Before a teacher's contract is terminated by the board, the board shall notify the teacher in writing and state its grounds for the proposed termination in reasonable detail together with a statement that the teacher may make a written request for a hearing before the board within fourteen days after receipt of such notification.

HEARING REQUIREMENT:

First Class Cities:

The school board shall hear all evidence that may be adduced in support of the charges and for the teacher's defense. Either party shall have the right to have a written record of the hearing at the expense of the board and to have witnesses subpoened and all witnesses so subpoened shall be examined under oath. Any member of the school board conducting such a hearing shall have authority to issue subpoenas and to administer oath to witnesses.

Each party appearing before the school board shall have the right to be represented by counsel, and such counsel may examine and cross examine witnesses and present arguments.

All hearings before the school board shall be private or may be public at the decision of the teacher against whom such charges have been filed.

Such hearing must be concluded and a decision in writing, stating the grounds on which it is based, rendered within twenty-five days after giving of such notice. Where the hearing is before a school board the teacher may be discharged or demoted upon the affirmative vote of a majority of the members of the school board. If the charges, or any of such,

are found to be true, the school board conducting the hearing shall discharge, demote, or suspend the teacher, as seems to be for the best interest of the school. No teacher shall be discharged for either of the causes specified in this law except during the school year, and then only upon charges filed at least four months before the close of the school session of such school year.

In all cases where the final decision is in favor of the teacher the charges shall be physically expunged from the records.

All Other Cities:

Within fourteen days after receipt of this notification the teacher may make a written request for a hearing before the board and it shall be granted before final action is taken. If no hearing is requested within such period, it shall be deemed acquiescence by the teacher to the board's action. Such termination shall take effect at the close of the school year in which the contract is terminated in the manner of the aforesaid.

Any hearing shall be held upon appropriate and timely notice to the teacher, and shall be private or public at the discretion of the teacher. At the hearing, the board and the teacher may each be represented by counsel at its or his own expense, and such counsel may examine and cross examine witnesses and present arguments. The board shall first present evidence to sustain the grounds for termination or discharge and then receive evidence presented by the teacher. Each party may then present rebuttal evidence. Dismissal of the teacher shall be based upon substantial and competent evidence in the record. All witnesses shall be sworn upon oath administered by the presiding officer of the board. The clerk of the board shall issue subpoenas for witnesses or the production of records pertinent to the grounds upon the request of either the board or the teacher. The board shall employ a court reporter to record the proceedings at the hearing, and either party may obtain a transcript thereof at its own expense.

After the hearing, the board shall issue a written decision and order. If the board orders termination of a continuing contract or discharge of a teacher, its decision shall include findings of fact based upon competent evidence in the record and shall be served on the teacher, accompanied by an order of termination or discharge, prior to April 1st in the case of a contract termination or within ten days after conclusion of the hearing in the case of a discharge. If the decision of the board or of a reviewing court is favorable to the teacher, the proceedings shall be dismissed and the decision entered in the board minutes, and all reference to such proceedings shall be excluded from the teacher's record file.

APPEAL REQUIREMENT:

First Class Cities:

Appeal will be made to District Court. Statute does not specifically define the type of appeal.

All Other Cities:

The pendency of judicial proceedings shall not be grounds for postponement of the effective date of the school board's order, but if judicial review eventuates in reinstatement of the teacher, the board shall pay the teacher all compensation withheld as a result of the termination or dismissal order.

Recent court decisions have said that "review in court can set aside a board of education's decision to hire or terminate a teacher only if determination of such administrative agency is fraudulent, arbitrary, unreasonable or not supported by substantial evidence on the record; or if not within its jurisdiction, or based on an erroneous theory of law.

EVALUATION:

First Class Cities:

All evaluations and files generated within a school district relating to each individual teacher shall be available to each individual teacher upon his written request.

All Other Cities:

Probationary Teachers:

If a probationary teacher's contract is not renewed and the teacher requests reasons for the nonrenewal the school board shall give the teacher its reason in writing, including a statement that appropriate supervision was furnished describing the nature and extent of such supervision furnished the teacher during his employment by the board, within ten days after receiving such request.

Tenured Teachers:

A contract shall not be terminated upon probable cause grounds unless the teacher shall have failed to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.

All evaluations and files generated within a school district relating to each individual teacher shall be available to each individual teacher. Upon his written request effective January 1, 1976, all evaluations and files wherever generated, relating to each individual teacher shall be available to

each individual teacher upon his written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein; Provided, however, a school district may destroy such files as provided by law.

PROBATION:

First Class Cities:

All teachers in the public schools and cities of the first class during the first three years of consecutive employment shall be deemed to be in a probationary period of employment during which period any annual contract with any teacher may, or may not, be renewed as a school board shall see fit. The school board may, during such probationary period, discharge or demote a teacher for any of the causes as specified in this code. A written statement of the cause of such discharge or demotion shall be given to the teacher by the school board at least thirty days before such removal or demotion shall become effective, and the teacher so notified shall have no right of appeal therefrom.

All Other Cities:

The first and second consecutive years of the teacher's first teaching experience in Minnesota in a single school district shall be deemed to be a probationary period of employment, and after completion thereof, the probationary period in each school district in which he is thereafter employed shall be one year. A teacher who has complied with the then applicable probationary requirements in a school district prior to July 1, 1967 shall not be required to serve a new probationary period in the said district subsequent thereto. During the probationary period any annual contract with the teacher may or may not be renewed as the school board sees fit. The school board may after a hearing held upon due notice, discharge a teacher during a probationary period for cause, effective immediately.

CONTRACT RENEWAL DATES:

First Class Cities:

Tenured Employees:

No teacher shall be discharged except during the school year and then only upon charges filed at least four months before the close of the school sessions of such school year.

Probationary Employees:

The teacher must be notified by the school board at least thirty days before removal or demotion becomes effective.

Any probationary teacher shall be deemed to have been reemployed for the ensuing school year, unless the school board in charge of such school shall give such teacher notice in writing before April 1st of the termination of such employment.

All Other Cities:

Tenured Employees:

Not defined.

Probationary Employees:

The school board shall give any such probationary teacher whose contract it declines to renew for the following school year written notice to that effect before April 1st.

NOTES:

First Class Cities:

Retirement:

A teacher must retire at age 65.

Suspension:

Upon the filing of charges against the teacher, the school board may suspend the teacher from regular duty. If, upon final decision, the teacher is suspended or removed, the school board may in its discretion determine the teacher's salary or compensation as of the time of filing the charges. If the final decision is favorable to the teacher there shall be no abatement of salary or compensation.

All Other Cities:

Retirement:

A teacher must retire at age 65. A retired teacher may substitute teach.

Suspension:

A board may suspend, discharge, or demote a teacher under and pursuant to other provisions of the law.

STATE: Mississippi

STATUTE: Mississippi Code Annotated. Title 37, Chapter 9-17, 9-25, 9-59, 19-1, and 577.

SCOPE:

Dismissal: The term "teacher" includes any employee of a county board of education or board of trustees of a school district who is required by law to obtain a teacher's license from the state board of education.

Nonrenewal: The word "employee" shall include any teacher, principal, superintendent elected by a board of trustees, and other professional personnel employed by any public school district of this state and required to have a valid certificate issued by the state department of education as a prerequisite of employment.

PROBABLE CAUSE DETERMINATION: County superintendent of education or superintendent of the municipal separate school district.

CAUSE: Incompetence, neglect of duty, immoral conduct, intemperance, brutal treatment of a pupil, or other good cause.

NOTICE REQUIREMENT:

Dismissal: Before being removed or suspended the superintendent, principal or teacher shall be notified of the charges against him and he shall be advised that he is entitled to a public hearing upon the charges at a date to be fixed in such notice. The notice shall be in writing and shall be given at least ten days before the date fixed for the hearing.

Nonrenewal: Any employee of a school district who has been employed by the district during the entirety of the preceeding school year, shall be given notice within seven days of the decision that he not be offered a contract for reemployment for the succeding school term.

The notice shall be mailed by certified mail, return receipt requested.

The employee shall be entitled to receive a written statement of the reasons that he shall not be offered a new contract with facts supportive of those reasons upon request.

HEARING REQUIREMENT:

Dismissal: For the purpose of conducting the hearing the county superintendent of education or the superintendent of the municipal

separate school district shall have the power to issue subpoenas for witnesses and to compel their attendance and the giving of evidence by them.

Nonrenewal: The employee shall be entitled to: request a public hearing before the board within seven days after receipt of the notice; receive a fair and impartial hearing before the board within fourteen days from the date of receipt of the notice from the employee requesting a hearing; be represented by legal counsel, at his own expense. If the employee does not request a hearing, the decision of the board with regard to the reemployment of the employee shall be final.

The board shall, upon receipt of a request for a hearing from the employee, set the time, place and date of such hearing, and inform the employee of the same by registered mail return receipt requested. The hearing shall be conducted under rules of the board which shall embody due process of law and fairness for both parties. The board shall cause to be made a complete and accurate record of the proceedings of the hearing which shall be transcribed, and a copy shall be made available to the employee upon request provided that a charge for the copy not in excess of reporter's fees may be assessed the employee.

The board shall notify the employee in writing of the decision of the board within seven days after the date of completion of the hearing.

APPEAL REQUIREMENT:

Dismissal: From the decision made at said hearing the superintendent, principal or teacher and those persons opposed to such principal, superintendent or teacher shall be allowed an appeal to the state board of education. For the purpose of such appeal either oral or written statements under oath of the facts may be made by the county superintendent of education or the municipal separate school district superintendent and other interested parties. Any party aggrieved by said ruling of the state board of education may effect an appeal to the chancery court in the same manner as appeals from the state education finance commission.

Nonrenewal: Any employee aggrieved by the board's final decision shall have the right to appeal such decision, within thirty days after receipt of the board's decision, to the appropriate chancery court. Such hearing before the chancery court shall be de novo. An appeal to the Supreme Court in a manner provided by law may be taken from the decision of the chancery court.

EVALUATION: Not addressed. 134

PROBATION:

Dismissal: Not addressed.

Nonrenewal: Any employee who has been employed by the district during the entirety of the preceding school year.

CONTRACT RENEWAL DATES:

Dismissal: April 1st of each year.

Nonrenewal: The employee shall be given notice when:

(a) by January 15 the board of trustees of the school district does not reemploy the superintendent;

(b) By February 15 the superintendent of a school district does not recommend the reemployment of a principal or by March 1 the board of trustees of the district does not approve the recommendation of the superintendent for the reemployment of a principal; or

(c) by April 1 the principal does not recommend to the superintendent the reemployment of a teacher, or by May 1 the principal does recommend the reemployment of a teacher and the superintendent does not approve the recommendation for the teacher's reemployment, or by May 1 the principal and superintendent both recommend the reemployment of a teacher and the board of trustees of the district declines the recommendation.

NOTES:

Administrator Contracts: The board of trustees of any school district shall have the power and authority to elect the superintendent for not exceeding four scholastic years and the principals or teachers for not exceeding three scholastic years.

Suspension: See the procedures outlined under the Notice Requirement section.

STATE: Missouri

STATUTE: Vernon's Annotated Missouri Statutes. Sections 168.102 through 168.130 and 168.221.

SCOPE:

Statewide: A "teacher" is any employee of a school district, regularly required to be certified under laws relating to the certification of teachers, except superintendents, assistant superintendents, and any other persons regularly performing supervisory functions as their primary duty.

Metropolitan Districts: All teachers and principals

PROBABLE CAUSE DETERMINATION:

Statewide: Board of Education.

Metropolitan Districts: Superintendent.

CAUSE:

Statewide: An indefinite contract with a permanent teacher shall not be terminated by the board of education of a school district except for one or more of the following causes:

(1) Physical or mental condition unfitting him to instruct or associate with children;

(2) Immoral conduct;

(3) Incompetency, inefficiency or insubordination in line of duty;

(4) Willful or a persistent violation of, or failure to obey the school laws of the state or the published regulations of the board of education of the school district employing him;

(5) Excessive or unreasonable absence from performance of duties; or

(6) Conviction of a felony or a crime involving moral turpitude.

Metropolitan Districts: No teacher or principal whose appointment has become permanent may be removed except for one or more of the following causes: immorality, inefficiency in line of duty, violation of the published regulations of the school district, violation of the laws of Missouri governing the public schools of the

state, or physical or mental condition which incapacitates him for instructing or associating with children, and then only by a vote of not less than a majority of all members of the board.

Inefficiency in line of duty is cause for dismissal only after the teacher or principal has been notified in writing at least one semester prior to the presentment of charges.

This shall not in any way restrict or limit the power of the board of education to make reductions in the number of teachers or principals, or both, because of insufficient funds, decrease in pupil enrollment, or abolition of particular subjects or courses of instruction.

Whenever it is necessary to decrease the number of teachers or principals or both, because of insufficient funds or a substantial decrease in pupil population within the school district the board of education may cause the necessary number of teachers or principals, or both, beginning with those serving probationary periods, to be placed on leave of absence without pay, but only in the inverse order of their appointment.

NOTICE REQUIREMENT:

Statewide:

The indefinite contract of a permanent teacher may not be terminated by the board of education until after service upon the teacher of written charges specifying with particularity the grounds alleged to exist for termination of such contract, notice of a hearing on charges and a hearing by the board of education on charges if requested by the teacher.

At least 30 days before the service of charges of incompetency, inefficiency, or insubordination in line of duty, the teacher shall be given by the school board or the superintendent of schools warning in writing, stating specifically the causes which, if not removed, may result in charges. Thereafter, both the superintendent or his designated representative, and the teacher shall meet and confer in an effort to resolve the matter.

Notice of a hearing upon charges, together with a copy of charges, shall be served on the permanent teacher at least 20 days prior to the date of a hearing. The notice and copy of the charges may be served upon the teacher by certified mail with personal delivery addressed to him at his last known address. If the teacher or his agent does not within 10 days after receipt of the notice request a hearing on the charges, the board of education may, by majority vote, order the contract of the teacher terminated. If a hearing is requested by either the teacher or the board of education, it shall take place not less than 20 nor more than 30 days after notice of a hearing has been furnished the permanent teacher.

Metropolitan Districts: Written charges shall be presented by the superintendent of schools to the school board, to be heard by the board after 30 days' notice, with copy of the charges served upon the person against whom they are preferred.

HEARING REQUIREMENT:

Statewide: If a hearing is requested on the termination of an indefinite contract it shall be conducted by the board of education in accordance with the following provisions:

(1) That the hearing shall be public;

(2) Both the teacher and the person filing charges may be represented by counsel who may cross examine witnesses;

(3) Testimony at hearings shall be on oath or affirmation administered by the president of the board of education who shall have the authority to administer oaths;

(4) The school board shall have the power to subpoena witnesses and documentary evidence and shall do so on its own motion or at the request of the teacher against whom the charges have been made. The school board shall hear testimony on all witnesses named by the teacher, however, the school board may limit the number of witnesses to be subpoenaed on behalf of the teacher to not more than 10.

The board of education shall employ a stenographer who shall make a full record of the proceedings of the hearings and who shall, within 10 days after the conclusion therof, furnish the board of education and the teacher, at no cost to the teacher, with a copy of the transcript of the record, which shall be certified by the stenographer to be complete and correct. The transcript shall not be open to public inspection, unless the hearing on the termination of the contract was an open hearing or if an appeal from the decision of the board is taken by the teacher.

All costs of the hearing shall be paid by the school board except the cost of counsel for the teacher.

The decision of the board of education resulting in the demotion of a permanent teacher or the termination of an indefinite contract shall be by a majority vote of the members of the board of education and the decision shall be made within seven days after the transcript is furnished them.

A written copy of the decision shall be furnished the teacher within three days thereafter.

Metropolitan Districts:

The person who charges are filed against shall have the privilege of being present, together with counsel, offering evidence and making defense thereto. Notifications received by an employee during a vacation period shall be considered as received on the first day of the school term following.

At the request of any person so charged the hearing shall be public.

APPEAL REQUIREMENT:

Statewide:

The teacher shall have the right to appeal from the decision of the board of education to the circuit court of the county where the employing school district is located. The appeal shall be taken within 15 days after service of a copy of the decision of the board of education upon the teacher, and if an appeal is not taken within the time, then the decision of the board of education shall become final.

The appeal may be taken by filing notice of appeal with the board of education, whereupon the board of education, under its certificate, shall forward to the court all documents and papers on file in the matter, together with a transcript of the evidence, the findings and the decision of the board of education, which shall thereupon become the record of the cause.

Appeals from the circuit court shall be allowed in the same manner as in civil actions, except that the original transcript prepared and filed with the circuit court by the board of education, together with the transcript of the proceedings had in the circuit court, shall constitute the transcript on appeal in the appellate court. The board of education shall make available, to the parties, copies of any transcript prepared and filed by it in the circuit court and upon final determination of the cause in the appellate court the original record of the board of education filed as a part of the transcript on appeal shall be certified back to the board of education by the appellate court. In all appeals from the board of education or circuit court the costs thereof shall be assessed against the losing party as provided by law in civil cases. All appeals to the circuit court and appellate courts shall have precedence over all cases except election contests.

If a circuit court finds for the teacher, he shall be restored to permanent teacher status and shall receive compensation for the period during which he may have been suspended from work, and such other relief as may be granted by the court.

Metropolitan Districts:

Decision of board is final.

EVALUATION:

Statewide: In determining the professional competency of or the efficiency of a permanent teacher, consideration should be given to regular and special evaluation reports prepared in accordance with the policy of the employing school district and to any written standards of performance which may have been adopted by the school board.

If in the opinion of the board of education any probationary teacher has been doing unsatisfactory work, the board of education through its authorized administrative representative, shall provide the teacher with a written statement definitely setting forth his alleged incompetency and specifying the nature thereof, in order to furnish the teacher an opportunity to correct this fault or overcome his incompetency. If improvement satisfactory to the board of education has not been made within 90 days of the receipt of the notification, the board of education may terminate the employment of the probationary teacher immediately or at the end of the school year.

Metropolitan Districts:

Probationary employees: During the probationary period any probationary teacher or principal whose work is unsatisfactory shall be furnished by the superintendent of schools with a written statement setting forth the nature of his incompetency. If improvement satisfactory to the superintendent is not made within one semester after the receipt of the statement, the probationary teacher or principal shall be dismissed. The semester granted the probationary teacher or principal in which to improve shall not in any case be a means of prolonging the probationary period beyond three years and six months from the date on which the teacher or principal entered the employ of the board of education.

PROBATION:

Statewide: If a principal, assistant principal, or supervisor has been reemployed three times within a school district, the school board, if requested in writing by the employee within 10 days after receipt of notice of demotion or lack of reemployment on the same terms and in the same staff position shall make available in writing a statement of reasons for demotion or lack of reemployment within 10 days after receipt of the request. The board shall grant the employee a hearing if requested in writing by him within 10 days after the receipt of statement of reasons, the hearing to be held within 10 days after the request therefor, and to be open at the request of the employee. The employee may have counsel at the hearing, may testify and offer testimony of witnesses as well as other evidence sustaining his defense and may cross examine adverse witnesses.

A "permanent teacher" is any teacher who has been employed or who is hereafter employed as a teacher in the same school district for five consecutive years and who has continued or who thereafter continues to be employed as a full-time teacher by the school district; except that when a permanent teacher resigns or is permanently separated from employment by a school district, and is afterwards reemployed by the same school district, reemployment for the first year does not constitute an indefinite contract but if he is employed for the succeeding year, the employment constitutes an indefinite contract.

The term "probationary teacher" means any teacher as herein defined who has been employed full time in the same school district for five successive years or less. A teacher recognized as a full-time teacher by a public school retirement system shall be recognized as a full-time teacher under this law. In the case of any probationary teacher who has been employed in any other school system as a full-time teacher for two or more years, the board of education shall waive one year of his probationary period.

Any motion to terminate the employment of a probationary teacher shall include only one person and must be approved by a majority of the members of the board of education. A tie vote thereon constitutes termination.

Any probationary teacher who is not notified of the termination of his employment shall be deemed to have been appointed for the next school year, under the terms of the contract of the preceding year.

Metropolitan Districts:

The first three years of employment of all teachers and prinicipals entering the employment of the metropolitan school districts shall be deemed a period of probation during which period all appointments of teachers and principals shall expire at the end of each school year.

CONTRACT RENEWAL DATES:

Statewide:

Certificated teachers ineligible for permanent status under the Teacher Tenure Act

Each school board shall notify each certificated employee in writing concerning his reemployment in his present staff position or lack thereof on or before the 15th day of April of the year in which the contract then in force expires. Failure on the part of a board to give the notice constitutes reemployment on the same terms and in the same staff position as those provided in the contract of the current fiscal year;

and not later than the first day of May of the same year the board shall present to each certificated employee not so notified a regular contract the same as if he had been regularly reemployed.

On or before the 15th day of April but not before April 1 of each school year, the board of education shall notify a probationary teacher who will not be retained by the school district of the termination of his employment.

Any probationary teacher who is not notified of the termination of his employment shall be deemed to have been appointed for the next school year, under the terms of the contract for the preceding year. A probationary teacher who is informed of reelection by written notice of tender of contract on or before the 15th day of April but not before April 1 shall within 15 days thereafter present to the employing board of education a written acceptance or rejection of the employment offered.

Tenured Teachers

The board of education of a school district may modify an indefinite contract annually on or before the 15th day of April. All teachers affected by the modification shall be furnished written copies of the modifications within 30 days after their adoption by the board of education.

Metropolitan Districts: The superintendent of schools on or before the 15th day of April in each year shall notify probationary teachers or principals who will not be retained by the school district of the termination of their services. Any probationary teacher or principal who is not so notified shall be deemed to have been appointed for the next school year.

NOTES:

Administrator Contracts:

Statewide: Any permanent teacher who is promoted with his consent to a position of principal or assistant principal, or is first employed by a district as a principal or assistant principal, shall not have permanent status in such position but shall retain tenure in the position previously held within the district, or, after serving two years as principal or assistant principal, shall have tenure as a permanent teacher of that system.

Suspension:

Statewide: On the filing of charges the board of education may suspend the teacher from active performance of duty until a decision is rendered by the board of education but the teacher's salary shall be continued during such suspension. If a

decision to terminate a teacher's employment by the board of education is appealed, and the decision is reversed, the teacher shall be paid his salary lost during the pending of the appeal.

Metropolitan Districts: Pending the hearing of the charges, the person charged may be suspended if the rules of the board so prescribe, but in the event the board does not by a majority vote of all the members remove the teacher or principal upon charges presented by the superintendent, the person shall not suffer any loss of salary by reason of suspension.

Liability:

Statewide: No member of a board of education or duly designated administrative officer of a board of education shall be liable in a civil action based on a statement of charges against a school teacher.

STATE: Montana

STATUTE: Revised Codes of Montana. Volume 4, Part 2, Chapter 61, Sections 75-6101, 75-6103 through 6105.1 and 75-6107

SCOPE: "Teacher" means any person, except the district superintendent, who holds a valid Montana teacher certificate that has been issued by the Superintendent of Public Instruction under the provisions of this title and who is employed by a district as a member of its instructional, supervisory, or administrative staff. This definition of a teacher also shall include any person for whom an emergency authorization of employment has been issued.

PROBABLE CAUSE DETERMINATION: Trustees of a district.

CAUSE: The trustees of any district may dismiss a teacher before the expiration of his employment contract for immorality, unfitness, incompetence, or in violation of the adopted policies of such trustees.

NOTICE REQUIREMENT: Whenever the trustees of any district resolve to terminate the services of a tenured teacher, they shall notify the teacher in writing by registered letter or by personal notification for which a signed receipt is returned before the first day of April of such termination. Such notification shall include a printed copy of this law for the teacher's information. Any tenured teacher who receives a notice of termination may request, in writing, ten days after receipt of such notice, a written request declaring clearly and explicitly the specific reason or reasons for the termination of his services, and the trustees shall supply such statement within ten days after the request.

HEARING REQUIREMENT: Within ten days after the tenured teacher receives the statement of reasons for termination he may request, in writing, a hearing before the trustees to reconsider their termination action. When a hearing is requested, the trustees shall conduct such a hearing and reconsider their termination action within ten days after the receipt for the request for a hearing. The trustees decision of whether to terminate a contract or not must be resolved by a majority vote of their membership.

APPEAL REQUIREMENT:

Dismissal: Any teacher who has been dismissed may, in writing, within ten days appeal the dismissal to the county superintendent; following the appeal a hearing shall be held within ten days. If the county superintendent, after a hearing, determines that the dismissal by the trustees was made without good cause, he shall order the trustees to reinstate the teacher and to compensate the teacher at his contract amount for the time lost during the pending of the appeal.

Nonrenewal: If the trustees affirm their decision to terminate the teacher's employment, the tenured teacher may appeal their decision to the county superintendent who may appoint a qualified attorney at law as a legal adviser who shall assist the superintendent in preparing findings of fact and conclusions of law. Subsequently, either the teacher or the trustees may appeal to the Superintendent of Public Instruction under the provision for the appeal of controversies in this title.

EVALUATION: Not addressed.

PROBATION: Whenever a teacher has been elected by the offer and acceptance of a contract for the fourth consecutive year of employment by a district in a position requiring teacher certification except as a district superintendent, the teacher shall be deemed to be reelected from year to year thereafter as a tenured teacher at the same salary and in the same or a comparable position of employment as that provided by the last executed contract with such teacher.

Any nontenured teacher who does not receive notice of reelection or termination shall be automatically reelected for the ensuing school fiscal year. Any nontenured teacher who receives notification of his reelection for the ensuing school fiscal year shall provide the trustees with his written acceptance.

When the trustees notify a nontenured teacher of termination, the teacher may within ten days after receipt of such notice make written request of the trustees for a statement in writing of the reasons for the termination of employment. Within ten days after receipt of the request the trustees shall furnish such statement to the teacher.

CONTRACT RENEWAL DATES:

Tenured Employees: The trustees shall provide written notice to all tenured teachers who have been reelected by the first day of April. Any tenured teacher who does not receive notice of reelection or termination shall be automatically reelected for the ensuing school fiscal year.

Probationary Employees: The trustees shall provide written notice to all non-tenured teachers who have been reelected by the 15th day of April.

NOTES:

Retirement: Tenure will cease at the age of 65. However, trustees may continue to employ a teacher from year to year until the school fiscal year following the teacher's 70th birthday.

Suspension: Specifically covered under dismissal statute.

STATE: Nebraska

STATUTE: Nebraska Laws. Chapter 79, Sections 1248, 1254 through 1254.02, 1256 through 1260, 1282 and 1283.

SCOPE:

The General Case:

Teacher or administrator.

For Class IV and V School Districts:

The term "teacher" shall mean and include all full time certificated educational employees of any fourth or fifth class school disticts except substitute teachers; and shall include full time school nurses duly licensed by the state of Nebraska.

PROBABLE CAUSE DETERMINATION: School board.

CAUSE:

Class I, II, III or VI School District:

Just cause shall mean incompetency, neglect of duty, unprofessional conduct, insubordination, immorality, physical or mental incapacity, other conduct which interferes substantially with the continued performance of duties, or a change in circumstances necessitating a reduction in the number of administrators or teachers to be employed by a board of education.

Class IV and V School Districts:

Cancellation of an indefinite (tenure) contract may be made for incompetency, physical disability or sickness of any type which interferes with the performance of duty, insubordination which shall be deemed to mean a willful refusal to obey the school laws of this state, the rulings of the state board of education, or reasonable rules and regulations prescribed for the government of the schools of the district by the school board, neglect of duty, immorality, failure to give evidence of professional growth, or a justifiable decrease in the number of teaching positions or other good and just cause, but may not be made for political or personal reasons.

NOTICE REQUIREMENT:

Class I, II, III and VI Districts:

The secretary of the board shall not later than April 15 notify each administrator or teacher in writing of any conditions of unsatisfactory performance or other conditions

because of a reduction in staff members or change of leave of absence policies of the board of education which the board considers may be just cause to either terminate or amend the contract for the ensuing school year. Any teacher or administrator so notified shall have the right to file within five days of receipt of such notice a written request with the board of education for a hearing before the board.

Schools administered by the state government or political subdivisions except Class I, II, III or VI school districts:

The secretary of the board shall notify each teacher in writing at least 90 days before the close of the contract period of any conditions of unsatisfactory performance or a reduction in teaching staff that the board considers may be just cause to either amend or terminate the contract for the ensuing year.

Class IV or V School Districts:

No contract shall be cancelled until the date for consideration of the cancellation of such contract nor until, in the case of teachers, supervisors and principals, the superintendent of schools shall have given the school board his recommendation thereon and it shall be the duty of such superintendent to present such recommendations to the school board within the time fixed by the board. Not less than 30 days nor more than 40 days before consideration by the school board of the cancellation of contract, the teacher in question shall be notified in writing of the exact date, time when and place where such consideration is to take place. If the teacher desires, he must be furnished a written statement of the reasons for such consideration within five days after filing with the board a written request for such a statement. If the teacher requests a hearing before the school board, the request must be granted.

HEARING REQUIREMENT:

Class I, II, III or VI School Districts:

Upon receipt of the request the board shall order the hearing to be held within ten days and shall give written notice of the time and place of the hearing to the teacher or administrator. At the hearing, evidence shall be presented in support of the reasons given for considering termination or amendment of the contracts and the teacher or administrator shall be permitted to produce evidence relating thereto. The board shall render the decision to amend or terminate a contract based on the evidence produced at the hearing. The decision of the board must be by a majority vote.

Schools administered by the state government or political subdivisions except Class I, II, III or VI school districts:

Upon receipt of a hearing request by a teacher, the board shall order the hearing to be held within ten days and shall give written notice of the time and place of the hearing to the teacher. At the hearing evidence shall be presented in support of the reasons given for considering amendment or termination of the contract, and the teacher shall be permitted to produce evidence related thereto. The board shall render the decision to amend or terminate a contract based on the evidence produced at the hearing. The decision of the board must be by a majority vote.

Class IV or V School Districts:

Such hearing must be held within 20 days after the request is filed and the teacher shall be given at least ten days notice of the time and place of the hearing. Such teacher shall have the right to respond to the reasons for the proposed cancellation of his contract and be accompanied at the hearing by someone qualified to speak for him. The indefinite contract with the permanent teacher may be cancelled only by the school board by a majority vote. The decision of the board must be by a majority vote.

APPEAL REQUIREMENT: Appeal of the board's decision may be made to district court. The appeal shall be based on the hearing record.

EVALUATION: The state board of education, with the counsel of the commission shall develop through the teaching profession criteria of professional practices in areas including competency. The commission may privately admonish, warn and reprimand members of the teaching profession for violation of the standards of ethics.

PROBATION:

Class I, II, III and VI School Districts:

The first two years of the contract shall be a probationary period during which it may be terminated without just cause.

Class IV and V School Districts:

Any teacher who has served or who shall serve under a contract as a teacher for three successive school years in a fourth or fifth class school district and who begins a fourth year of service under a contract with such school board shall thereupon become a permanent teacher unless by a majority vote of the school board the time be extended one or two years before such teacher becomes a permanent teacher.

While on probation any annual contract with any such teacher may or may not be renewed as the employing school board shall see fit. After a probationary teacher has once been elected to a position by the state board, such person shall be deemed to be reelected under the same contract until a majority of the members of the school board vote to terminate the contract at the close of the contract period or until the contract is superseded by a new contract mutually agreed to by the school board and the teacher. Any such probationary teacher whose contract is automatically renewed according to the aforesaid provision shall file written notice with the secretary of the board of his acceptance.

The decision of the school board to cancel a probationary teacher's contract is final.

CONTRACT RENEWAL DATES:

Class I, II, III or VI School Districts:

The school board must vote on or before May 15 to amend or terminate a contract. The secretary of the board shall, not later than April 15, notify each administrator or teacher in writing of any conditions of unsatisfactory performance.

Schools administered by the state government or political subdivisions except Class I, II, III or VI school districts:

Contracts shall be deemed renewed and in force and effect until a majority of the board votes 60 days before the close of the contract period to amend or terminate the contract for just cause. The secretary of the board shall notify each teacher in writing at least 90 days before the close of the contract period of any conditions of unsatisfactory performance.

Class IV or V School Districts:

After a probationary teacher has once been elected to a position, such person shall be deemed to be reelected under the same contract until a majority of the members of the school board vote on or before April 1 of any year to terminate the contract at the close of the contract period or until the contract is superseded by a new contract.

NOTES:

Administrator Contracts:

Class I, II, III or VI School Districts:

Any superintendent or associate superintendent may have his contract of employment terminated without just cause at the close of the contract period.

At any regular meeting a board of education may elect for employment such administrators as the board may deem necessary for the proper conduct of the affairs of the school district at such salaries as the board may deem reasonable. It may contract with such administrators for a term not to exceed three years.

Retirement:

Class IV and V School Districts:

The contracts issued teachers shall remain in force until the teacher reaches the age of 65 years.

Suspension:

Class IV and V School Districts:

Nothing contained in this section shall prevent the suspension from duty of a permanent teacher in a fourth or fifth class school district pending a decision on the cancellation of his contract. Cancellation of an indefinite contract may be made for incompetency, physical disability or sickness of any type which interferes with the performance of duty, insubordination which shall be deemed to mean a willful refusal to obey the school laws of this state, the rulings of the state board of education or reasonable rules and regulations prescribed for the government of the schools of the district by the school board, neglect of duty, immorality, failure to give evidence of professional growth or a justifiable decrease in the number of teaching positions or other good and just cause. When the cause of cancellation of an indefinite contract is for immorality or insubordination, the cancellation shall go into effect immediately. For all other causes, cancellation shall take effect at the end of the current school term.

STATE: Nevada

STATUTE: Nevada Revised Statutes. Title 18, Chapter 233B and Title 34, Chapter 391, Sections 311 to 3197.

SCOPE: All certificated personnel, including both teachers and administrators.

PROBABLE CAUSE DETERMINATION: For teachers and administrators, dismissal or nonrenewal is made on the recommendation of the superintendent. For superintendents, the board recommends dismissal or nonrenewal.

CAUSE: A teacher or administrator may be dismissed or nonrenewed for (a) inefficiency; (b) immorality; (c) unprofessional conduct; (d) insubordination; (e) neglect of duty; (f) physical or mental incapacity; (g) a justifiable decrease in the number of positions due to decreased enrollment or district reorganization; (h) felony or crime involving moral turpitude; (i) inadequate performance, (j) evident unfitness for service; (k) failure to comply with reasonable rules of the board; (l) failure to show normal improvement and evidence of professional training and growth; (m) advocating the overthrow of the government by force, violence or other unlawful means or advocating the teaching of communism with intent to indoctrinate; (n) any cause which constitutes grounds for revocation of certificate; (o) wilfull neglect or failure to observe the requirements of this title; (p) dishonesty.

NOTICE REQUIREMENT: At least 15 days before recommending to the board that it demote, dismiss or nonrenew, the superintendent shall give written notice to the employee by registered or certified mail. The notice shall include the grounds for the recommendation and inform the employee that there may be a hearing if requested within ten days.

Whenever a superintendent has reason to believe that cause exists for the dismissal of a certificated employee and when he is of the opinion that the immediate suspension of the employee is necessary, the superintendent may suspend the employee without notice and without hearings.

HEARING REQUIREMENT: Certificated employees have a right to a hearing following notice by the superintendent of intent to recommend demotion, dismissal or nonrenewal. The hearing must be requested within ten days of notice and failure to do so will allow the board to act without a hearing. A hearing commission composed of three members shall hear and make recommendations in cases of demotion, dismissal or nonrenewal based on grounds a, c, d, e, i, j, k, l, n, or o from the probable cause section. One member of such commission shall be selected by the board, one by the employee and a third, who

shall act as chairman, selected by the superintendent of public instruction from the state department of education hearing officer list.

When demotion, dismissal or non-renewal is for grounds (b), (f), (g), (h), (m) or (p) from the probable cause section, the hearing shall be before a hearing officer selected in the following manner;

1. The state board of education will appoint a list of fifty attorneys from nominations by the state bar association.

2. Both the superintendent of the district and the employee have five preemptory challenges from the list.

3. Then the superintendent and the employee share alternately challenge members until only one is left who shall be the hearing officer.

The hearing shall be held as soon as possible after selection of the panel or hearing officer. At the hearing the employee may appear with counsel and may present testimony and examine witnesses. The technical rules of evidence do not apply. The hearing officer or commission may require testimony under oath and the production of relevant evidence. The district and the employee shall split the cost of the hearing. The final report of the hearing officer or commission shall be within thirty days of their selection. If necessary the time limit may be extended to forty days. The officer or commission shall make findings of fact law and make recommendations for action. Within five days of this decision the superintendent may withdraw the charges or file the recommendation with the board. At the next regular meeting of the board they shall either accept or reject the hearing recommendations and notify the teacher of the action, or they may refer the matter back to the commission or officer for more evidence.

APPEAL REQUIREMENT:

Appeal is taken by filing in district court within thirty days of the final decision. Review is on the record except that proof may be offered of alleged procedural irregularities not shown by the record. The court may reverse or modify due to constitutional violation, excess of statutory authority, unlawful procedure, error of law, a clearly erroneous decision, or an arbitrary or a capricious decision. Further appeal may be taken to the Supreme Court.

EVALUATION:

Each local board of directors shall establish an evaluation policy after consultation with elected representatives, teachers and others. Such policy may include self-evaluation, student evaluation, administrative or peer

evaluation, or any combination of the above. For probationary employees the evaluation shall be biannually. The first one to be within sixty school days of the beginning of school and another one by March 1st. Post-probationary teachers shall have annual evaluation. A copy of the evaluation shall be sent to the teacher within fifteen days. The evaluation shall include recommendations for improvement. A similar requirement exists for evaluation of administrators. Administrators are to be evaluated at least once per year.

Whenever an administrator believes a teacher should be admonished for reasons he believes may lead to dismissal or nonrenewal, he shall notify the teacher in writing, provide assistance in correcting the problem and allow a reasonable period of time for such correction. This procedure need not precede immediate dismissal or nonrenewal if on grounds of (f), (g), (h), or (p) from the probable cause section.

PROBATION: A probationary period shall exist for the first three consecutive years of employment within a district. Upon a transfer to another district there shall be a probationary period for two consecutive years in the new district.

A probationary teacher may be dismissed at any time at the discretion of the board, by the same procedure discussed above, except that the board decision is final and there is no appeal.

CONTRACT RENEWAL DATES: On or before April 1 of each year the board of trustees shall notify certificated employees in writing concerning their reemployment for the ensuing year. If the board should fail in this, the employee shall be deemed to be reemployed for the ensuing year. The employee must accept the offer by April 10. Failure to notify the board of its acceptance by that time shall be conclusive evidence of the employee's rejection of the contract.

NOTES:

Suspension: A superintendent may suspend a certificated employee if he feels it is necessary. If this is done, the superintendent must initiate dismissal proceedings within ten days. If sufficient grounds do not exist, the employee shall be reinstated without any loss in pay.

STATE:	New Hampshire
STATUTE:	New Hampshire Revised STatutes Annotated. Chapter 189, Sections 13, 14-A, 14-B, 31 and 32.
SCOPE:	Covers all teachers (the term "teacher" is not defined statutorily). Principals and assistant principals suspension and dismissal procedures are the same as that of teachers.
PROBABLE CAUSE DETERMINATION:	School board or superintendent.
CAUSE:	The school board may dismiss any teacher found by them to be immoral or incompetent, or one who shall not conform to regulations prescribed.
NOTICE REQUIREMENT:	No teacher shall be so dismissed before the expiration of the period for which said teacher was engaged without having previously been notified of the cause of such dismissal, nor without having previously been granted a full and fair hearing.
HEARING REQUIREMENT:	Any teacher who has taught for three or more years in the same school district and who has been so notified that he will not be renominated or reelected for employment may request in writing within five days of receipt of said notice a hearing before the school board and may in said request ask for reasons for failure to be renominated or reelected. The school board, upon receipt of said request, shall provide for a hearing on the request to be held within fifteen days. The school board shall issue its decision in writing within fifteen days of the close of the hearing.
APPEAL REQUIREMENT:	A teacher aggrieved by such decision may request the state board of education for review. The request must be in writing and filed with the state board within ten days after the issuance of the decision to be reviewed. Upon receipt of such request, the state board shall notify the school board of the request for review, and shall forthwith proceed to a consideration of the matter. The consideration shall include a hearing if either party shall request it. The state board shall issue its decision within fifteen days after the request for review is filed, and the decision of the state board shall be final and binding upon both parties. Should an employee be removed by a superintendent, the person removed may appeal to the commissioner of education if such appeal is made, the teacher or other employee shall remain in service until an order has been issued by the commissioner, unless dismissed by the school board in accordance with the provisions of this law. The commissioner shall prescribe the manner in which appeals shall be made, and when one is made shall investigate the matter in any way he sees fit and make such order as justice requires.

EVALUATION: Superintendents shall direct and supervise the work of teachers, and for cause may remove a teacher or other employee of the district.

PROBATION: Teachers with less than three years experience in the same school district do not have a right of hearing should the school board decide to not nominate or reelect them for contract.

Teachers who have taught for less than one year in the same school district have no set date by which they must be notified if they are not to be renominated or reelected.

CONTRACT RENEWAL DATES: Any teacher who has a professional standards certificate from the state board of education and who has taught for one or more years in the same school district shall be notified in writing on or before March 15th if he is not to be renominated or reelected.

NOTES:

Retirement: 65 years of age.

STATE: New Jersey

STATUTE: New Jersey Statutes Annotated. Chapters 18A:6, 18A:27, 18A:28

SCOPE: Employees

PROBABLE CAUSE DETERMINATION: Probable cause is initially determined by the person making charges.

CAUSE: Dismissal of tenured teachers shall be only for inefficiency, incapacity, unbecoming conduct or other just cause. Also included as grounds for dismissal is a justifiable decrease in the number of positions. Nonrenewals may occur if in the judgment of the board it is necessary for reasons of economy or because of the reduction in the number of pupils.

NOTICE REQUIREMENT: Charges must be in writing accompanied by written evidence under oath. The board then gives the employee a copy of the charges and an opportunity to make a written response also with written evidence under oath. Following this the board then considers the charge to determine by majority vote if probable cause exists. The board will then notify the commissioner and the employee of its decision. The commissioner will review the charges and if he believes that they do not warrant dismissal or reduction in salary the charges shall be dropped and the employee notified.

The board shall notify the employee of its decision as to probable cause forthwith. This notice shall be made personally or by certified mail. If no decision or notice of decision is made within forty-five days the charges are deemed to have been dropped. If the commissioner also believes that the charges warrant dismissal or a reduction in salary there shall be a hearing conducted within sixty days with reasonable notice to all interested parties. If any teacher is given notice that his contract will not be renewed for the following year, he may have a written statement of reasons if he requests it within fifteen days.

HEARING REQUIREMENT: The hearing shall be before the commissioner or his appointee. All parties shall be allowed to have counsel and to cross examine witnesses. They may present testimony and witnesses of their own. Subpoena powers are available. The commissioner shall complete a written decision within sixty days and such decision shall include findings of fact.

APPEAL REQUIREMENT: Any party aggrieved may appeal from the decision of the commissioner to the state board of education. This appeal may be referrred to a committee of the board of not less than three members. If referred to a committee, the committee

shall make recommendations to the full board which shall make a decision. If it is decided that the teacher was dismissed without good cause, he shall be paid for the full contract term but it shall be optional with the board whether the duties of the contract are to be performed for the remainder of the contract term. The appeal shall be based on the hearing record.

EVALUATION: All local boards of education shall cause nontenured teachers to be observed and evaluated in the performance of his duties at least three times during each school year but not less than once during each semester. Each evaluation shall be followed by a conference with the employee's superiors. The purpose of the evaluation shall be to recommend as to reemployment, to identify deficiencies and to extend assistance and to increase competence.

Before a board decides on grounds of inefficiency that probable cause exists for dismissal, the employee shall be given ninety days in which to correct the situation.

PROBATION: Prior to tenure there shall be a probationary period of three consecutive calendar years in the district or three consecutive academic years plus reemployment for a fourth, or the equivalent of three or more academic years within a period of four calendar years.

CONTRACT RENEWAL DATES: For nontenured teachers there must be either an offer of reemployment or notice of nonrenewal by April 30th. Failure to notify by the deadline will be considered an offer of reemployment. The employee must notify the board of acceptance by January 1st.

STATE: New Mexico

STATUTE: New Mexico Statutes Annotated. Sections 77-1-2, and 77-8-1 through 77-8-18.

SCOPE: "Certified school instructor" means any person holding a valid certificate authorizing the person to teach, supervise an instructional program, counsel or provide special instructional services in the public schools of the state.

PROBABLE CAUSE DETERMINATION: Local school board.

CAUSE: Not defined by statute (Regulation No. 72-25 states that a teacher's contract may be terminated for cause, including unsatisfactory work performance, incompetency, insubordination, physical or mental inability to perform required duties or for other good and just cause.)

NOTICE REQUIREMENT: A local school board or the governing authority of the state agency may refuse to reemploy or may discharge a certified school instructor with tenure rights only according to the following procedure:

(a) On or before the last day of the school year, serving a written notice of termination on the person in accordance with the law for service of process in civil actions;

(b) Stating in the notice of termination the following:

(1) the cause or causes for refusing to reemploy the person; and

(2) a place within the school district or state agency and a date not less than five days nor more than fifteen days from the date of service of the notice of termination for a hearing before the local school board or the governing authority of the state agency.

HEARING REQUIREMENT: The state board shall promulgate regulations for the conduct of informal hearings by local school boards and governing authorities of state agencies for certified school instructors with tenure rights refused reemployment. These regulations shall also apply to hearings by local school boards for certified school personnel to be discharged during the term of written employment contracts and by governing authorities of state agencies for certified school instructors to be discharged during the term of written employment contracts. These regulations shall provide:

(a) For an opportunity for all parties involved to appear and present testimony and information on all pertinent issues.

(b) That the person refused reemployment or to be discharged may be represented by counsel.

(c) That the technical rules of evidence and the rules of civil procedure shall not apply to the hearings. Such hearings shall be conducted in an informal manner but the contentions or the defenses of each party to the hearing shall be amply and fairly presented without substantial prejudice.

(d) After the completion of the informal hearing, the local school board or the governing authority of the state agency shall render its decision in writing and the decision shall include a brief statement of the reasons for the discharge or refusal to reemploy, and

(e) That within ten days from the date of the hearing the local school board or the governing authority of the state agency shall serve a written notice of its decision upon the person refused reemployment or to be discharged. Service of the written copy of the decision upon the person shall be in accordance with the law for service of process in civil actions or by certified mail to the person's address of record with the school district or state agency. The action of the local school board or the governing authority of the state agency in refusing to reemploy or in discharging a person during the term of a written employment contract shall be effective on the date the written copy of the decision is served upon the person refused reemployment or discharged. For purposes of this section, mailing of the written copy of the decision by certified mail, return receipt requested, shall constitute service after ten days from the date of the mailing.

APPEAL REQUIREMENT:

A certified school instructor or administrator aggrieved by a decision of a local school board or a certified school instructor aggrieved by a decision of the governing authority of a state agency after an informal hearing conducted pursuant to this law may appeal to the state board. A written notice of appeal and request for a hearing shall be filed with the state board within 30 days from the date a written copy of the decision of the local school board or the governing authority of the state agency is served upon the person making the appeal.

Within ten days from the date of the filing of a notice of appeal and request for hearing, the state board shall notify the local school board or the governing authority of the state agency of the appeal. Within ten days from the receipt of notice of appeal, the local school board or the governing authority of the state agency shall file with the school board copies of the notice of termination or discharge and the decision from which an appeal is taken.

Appeals from the decision of the local school board or the governing authority of the state agency shall be decided after a de novo hearing before the state board. The state board may designate a hearing officer to conduct the de novo hearing. If a hearing officer is designated, he shall make a formal report to the state board; and thereafter the state board shall render a final decision in writing.

The de novo hearing shall be held within 60 days from the receipt of the state board of the notice of appeal at least 30 days prior to the date of the hearing. The state board shall give written notice of the date, time and place of the hearing, the name and address of the hearing officer if a hearing officer is to conduct the hearing, and such notice shall be sent to the person making the appeal and to the local school board or the governing authority of the state agency from the decision of which the person is appealing.

The rules of civil procedure shall not apply to the de novo hearing but it shall be conducted so that both complaints and defenses are amply and fairly presented. To this end, the state board or its designated hearing officer shall permit any party to call and examine witnesses, cross-examine witnesses and introduce exhibits; the technical rules of evidence shall not apply but in ruling on the admissibility of evidence the state board or the hearing officer may require reasonable substantiation of statements or records tendered, the accuracy or truth of which is in reasonable doubt.

A record shall be made of the hearing which shall be transcribed if there is an appeal to the court of appeals. Cost of such transcripts, including one copy for the state board, shall be paid by the appealing party.

The issues to be determined by the state board are as follows:

(1) Whether there has been a prejudicial departure from the procedures required by statute or regulation of the state board, or

(2) Whether the local school board or the governing authority of the state agency has established by a preponderance of the evidence presented that sufficient cause existed for its decision.

The state board or its designated hearing officer may require that written briefs be submitted for consideration by the state board.

The state board shall render a written decision affirming or reversing the action of the local school board or the governing authority of the state agency. Such decision shall contain findings of fact and conclusions of law. A written copy of the decision shall be served on all parties to the proceeding within 60 days from the date of the de novo hearing.

Service of the written copy of the decision shall be in accordance with the law for service of process in civil action or by certified mail to the party's address of record. For the purposes of this section, mailing of the written copy of the decision by certified mail, return receipt requested, shall constitute service after ten days from the date of mailing.

Any party aggrieved by the decision of the state board may appeal the decision to the court of appeals by filing a notice of appeal with the clerk of the court within 30 days after service of a written copy of the decision of the state board on the party. Upon appeal, the court of appeals shall affirm the decision of the state board unless the decision is found to be:

(1) Arbitrary, capricious or unreasonable;

(2) Not supported by substantial evidence; or

(3) Otherwise not in accordance with law.

EVALUATION: The state board shall prescribe by regulations procedures to be followed by a local school board or the governing authority of a state agency in supervising and correcting unsatisfactory work performance of certified school instructors with tenure rights before notice of termination is served upon them. Those regulations shall also prescribe procedures to be followed by a local school board in supervising and correcting unsatisfactory work performance by certified school personnel before notice of discharge is served upon them and by the governing authority of a state agency in supervising and correcting unsatisfactory work performance of certified school instructors before notice of discharge is served upon them. These regulations shall provide that written records shall be kept on all action taken by a local school board or the governing authority of a state agency to improve any person's unsatisfactory work performance and all improvements made in the person's work performance. These written records shall be introduced as evidence at any hearing for the person conducted by the local school board or the governing authority of the state agency.

PROBATION: A certified school instructor employed by a school district or a state agency for three consecutive school years and having entered into an employment contract with the local school board of the school district or the governing authority of the state agency for a fourth consecutive year acquires tenure rights with that school district or state agency.

CONTRACT RENEWAL DATES: On or before the last day of each school year the local school board or governing authority of the state agency shall serve written notice of reemployment or termination on each certified school instructor employed by the school district

or state agency. (Regulation No. 75-7 further states that the board must serve notice to an employee of intent not to reemploy on or before the 14th calendar day prior to the last day of the school year.)

NOTES:

Administrator Contracts: Contracts not to exceed two years are permitted for certified school administrators in public schools who are engaged in administrative functions for more than one-half of their employment time.

Retirement: The provisions of this law do not apply to a person attaining 65 years of age prior to the last day of the school year.

STATE: New York

STATUTE: McKinney's Consolidated Laws of New York, Education Law, Sections 1102, 2509, 2573, 3011 to 3014, 3019A, 3020-A, 3031 and Civil Practice Law and Rules, Article 78.

The New York teachers tenure law includes special provisions for six different types of school districts.

SCOPE:

City school districts of cities with less than 125,000 inhabitants:

This section applies to (1) teachers and all other members of the teaching staff and, (2) administrators, directors, supervisors, principals and all other members of the supervising staff, except associate, assistant and other superintendents.

City school districts of cities with 125,000 inhabitants or more:

This section applies to (1) teachers and all other members of the teaching staff, and (2) administrators, directors, supervisors, principals and all other members of the supervising staff, except executive directors, associate, assistant, district and community superintendents and examiners.

Union-free school districts having a population of more than 4,500 inhabitants and employing a superintendent of schools:

This section applies to (1) teachers and all other members of the teaching staff and, (2) principals, administrators, supervisors and all other members of the supervising staff.

School districts employing eight or more teachers other than city school districts and school districts having a population of 4,500 or more and employing a superintendent of schools:

This section applies to (1) teachers and other members of the teaching staff and, (2) principals, except principals of the district, supervisors and all other members of the supervising staff.

Boards of cooperative educational services:

Administrative assistants, supervisors, teachers and all other members of the teaching and supervising staff of cooperative education services.

Vocational education and extension boards:

The board shall have the power and authority to employ supervisors and teachers and all other persons necessary to carry on vocational education and extension work.

PROBABLE CAUSE DETERMINATION: Not addressed.

CAUSE:

City school districts of cities with less than 125,000 inhabitants:

> Persons who have received successfully completed probation shall hold their respected positions during good behavior and efficient and competent service, and shall not be removed except for cause after a hearing is provided.
>
> Failure to maintain certification shall constitute grounds for dismissal.

City school districts of cities with 125,000 inhabitants or more:

> All people who have successfully completed probation shall hold their respective positions during good behavior and satisfactory teaching service, and shall not be removable except for cause after a hearing.
>
> Failure to maintain certification as required by this article and by the regulations of the commissioner of education shall be cause for removal within the meaning of this section.

General provisions:

> Except as otherwise provided by the laws which govern union free school districts and school districts employing eight or more teachers, other than city school districts and school districts having a population of 4,500 or more and employing a superintendent of schools - no teacher shall be removed during a term of employment unless for neglect of duty, incapacity to teach, immoral conduct, or other reasons which when appealed to the commissioner of education, shall be held by him sufficient cause for dismissal.

Union free school districts having a population of more than 4,500 inhabitants and employing a superintendent; and

Boards of cooperative educational services:

> Persons who have successfully completed probation shall hold their respective positions during good behavior and efficient and competent service, and shall not be removed except for any of the following causes, after a hearing:
>
> (a) Insubordination, immoral character or conduct unbecoming a teacher;
>
> (b) Inefficiency, incompetency, physical or mental disability, or neglect of duty;
>
> (c) Failure to maintain certification as required by this chapter and by the regulations of the commissioner of education.

School districts employing eight or more teachers, other than city school districts and school districts having a population of 4,500 or more and employing a superintendent:

> Persons who have successfully completed the probationary term shall hold their respective positions during good behavior and competent and efficient service and shall not be removed except for any of the following causes, after a hearing:
>
> (a) Insurbordination, immoral character or conduct unbecoming a teacher;
>
> (b) Inefficiency, incompetency, physical or mental disability or neglect of duty;
>
> (c) Failure to maintain certification as required by this chapter and by the regulations of the commissioner of education.

Vocational education and extension boards:

> Such persons who have successfully completed their probationary period shall hold their respective positions during good behavior and competent and efficient service and shall not be removed except for any of the following causes after a hearing:
>
> (a) Insubordination, immoral character or conduct unbecoming a teacher;
>
> (b) Inefficiency, incompetency, physical or mental disability or neglect of duty.

NOTICE REQUIREMENT:

City school districts of cities with less than 125,000 inhabitants;

City school districts of cities with 125,000 inhabitants or more;

Union-free school districts;

School districts employing eight or more teachers, other than city school districts and school districts having a population of 4,500 or more and employing a superintendent of schools;

Boards of cooperative educational services; and

Vocational education and extension boards:

> Except in cities having a population of 1 million or more, all charges against a person enjoying the benefits of tenure shall be in writing and filed with the clerk of the school district or employing board during the period between the actual opening and closing of the school year for which the employee is normally required to serve. No charges under

this section shall be brought more than five years after the occurrence of the alleged incompetency or misconduct, except when the charge is of misconduct constituting a crime when committed.

Upon receipt of the charges, the clerk of the school district or employing board shall immediately notify said board thereof. Within five days after receipt of charges, the employing board, in executive session, shall determine, by a vote of the majority of all the members of such board, whether probable causes exists. If such determination is affirmative, a written statement specifying the charges in detail, and outlining his rights under this section, shall be immediately forwarded to the accused employee by certified mail. Within ten days of receipt of the statement of charges, the employee shall notify the clerk of the employing board whether he desires a hearing on the charges. The inexcused failure of the employee to notify the clerk of his desire for a hearing within ten days of the receipt of charges shall be deemed a waiver of the right to a hearing unless the employee has waived his right to a hearing within the allotted time, the clerk of the board shall, not later than the end of said ten-day period, notify the commissioner of education of the need for a hearing. If the employee waives his right to a hearing the employing board shall proceed, within fifteen days, by a vote of the majority of all the members of such board, to determine the case and fix the penalty or punishment, if any to be imposed in accordance with this section.

HEARING REQUIREMENT:

City school districts of cities with less than 125,000 inhabitants;

City school districts of cities with 125,000 inhabitants or more;

Union-free school districts;

School districts employing eight or more teachers other than city school districts and school districts having a population of 4,500 or more and employing a superintendent of schools;

Boards of cooperative educational services;

Vocational education and extension boards:

Except in cities having a population of 1 million or more, hearings prescribed hereunder shall be held as follows: the board of education on receiving notice of such charges, shall proceed to try and determine the case, either in the board of education, or by a committee of its body consisting of one or more members, or by a trial examiner appointed pursuant to appointment and fix the penalty or punishment, if any, to be imposed for the offense, and such penalty or punishment shall

consist of a reprimand, a fine, suspension for a fixed time without pay or dismissal; Provided, however, that a vote of the majority of all the members of the board of education shall be necessary to impose a penalty or punishment. The report of any such committee or trial examiner holding such trial shall be subject to final action by the board, each member of which shall before voting review the testimony and acquaint himself with the evidence of the case. The board of education may reject, confirm or modify the conclusions of the committee or trial examiner, and the decisions of the board shall be final, except as they may be reviewed under the provisions of this chapter. The decisions of the board shall be based solely upon the record of the proceedings before the committee or trial examiner, and shall set forth the reasons and a factual basis for the decision. In case the teacher is acquitted, he shall be restored to his position with full pay for the period of suspension. In all trials and investigations authorized by this chapter all testimony taken shall be under oath, which the president of the board of education, chairman of the committee or trial examiner conducting the trial or investigation is hereby authorized to administer. For the purpose of any investigation or hearing, the board of education by its president, the chairman of the committee of its body or a trial examiner shall have power to subpoena witnesses, papers and records.

No charges under this section shall be brought more than three years after the time of the alleged incompetency or misconduct except where the charge is of misconduct which resulted in conviction for a crime.

Except in cities having a population of one million or more, all charges against a person enjoying the benefits of tenure as provided shall be as follows: upon receipt for a request for a hearing the commissioner of education shall schedule a hearing, to be held in the local school district, or county seat, within twenty working days of his receipt of the request therefore, and immediately notify the employee and the employing board of the time and place thereof and the procedures to be followed in selecting a hearing panel.

For the purpose of this section the commissioner of education shall maintain a list of hearing panel members, composed of professional personnel without administrative or supervisory responsibility, professional personnel with administrative or supervisory responsibility, chief school administrators, members of employing boards and others, selected from lists of nominees submitted by statewide organizations representing teachers, school administrators and supervisors and the employing boards. Hearing panel members shall be compensated at the rate of $50 for each day of actual service plus necessary travel and subsistence expenses incurred in carrying out the duties of the panel member.

The commissioner of education shall have the power to establish necessary rules and procedures for the conduct of hearings under this section. Such rules shall not require compliance with technical rules of evidence. All such hearings shall be held before a hearing panel composed of three members not resident, nor employed, in the territory under the jurisdiction of the employing board, selected in the following manner from the list maintained by the commissioner of education for such purpose: one member shall be selected by the employee, one member shall be selected by the employing board and a third member shall be chosen by mutual agreement of the first two, or, if they fail to agree, by the commissioner of education.

Each such hearing shall be conducted by an officer designated by the commissioner of education and shall be public or private at the discretion of the employee. The employee shall have a reasonable opportunity to defend himself and have an opportunity to testify in his own behalf. Each party shall have the right to be represented by counsel, to subpoena witnesses, and to cross examine witnesses. All testimony taken shall be under oath which the hearing officer in charge is hereby authorized to administer. A competent stenographer, designated by the commissioner of education, shall keep and transcribe a record of the proceedings at each such hearing. A copy of the transcript of the hearing shall, upon request, be furnished without charge to the employee involved.

Within five days of the conclusion of the hearing held under this section, the commissioner of education shall forward a report of the hearing, including the findings and recommendations of the hearing panel, and their recommendations as to penalty if one is warranted, to the employee and to the clerk of the employing board. Within five days of receipt of such hearing report the employing board shall determine the case by a vote of the majority of all the members of such board and fix the penalty or punishment, if any, which shall consist of a reprimand, a fine, suspension for a fixed time without pay or dismissal. If the employee is acquitted he shall be restored to his position with full pay for any period of suspension and the charges expunged from his record.

APPEAL
REQUIREMENT:

City school districts of cities with less than 125,000 inhabitants;

City school districts of cities with 125,000 inhabitants;

Union-free school districts;

School districts employing eight or more teachers, other than city school districts and school districts having a population of 4,500 or more and employing a superintendent of schools;

Boards of cooperative educational services; and

Vocational education and extension boards:

Any employee feeling himself aggrieved may review the determination of the employing board either by appeal to the commissioner of education or by a special proceeding under Article 78 of the Civil Practice Law and Rules. If the employee elects to institute such proceeding, the determination of the employing board shall be deemed to be final for the purpose of such proceeding. Appeal will be based upon the local record of the hearing.

EVALUATION: Not addressed.

PROBATION:

City school districts of cities with less than 125,000 inhabitants:

Teachers and all other members of the teaching staff shall be appointed by the board of education, upon the recommendation of the superintendent of schools, for a probationary period of three years, except that in the case of a teacher who has rendered satisfactory service as a regular substitute for a period of two years or as a seasonally licensed per-session teacher of swimming in day schools who has served in that capacity for a period of two years and has been appointed to teach the same subject in day schools on an annual salary, the probationary period shall be limited to one year; Provided, however, that in the case of a teacher who has been appointed on tenure in another school district within the state, and who was not dismissed from such district as a result of the charges brought pursuant to this chapter, the probationary period shall not exceed two years. The service of the person appointed to any of such positions may be discontinued at any time during such probationary period, on the recommendation of the superintendent of schools, by a majority vote of the board of education. Each person who is not to be recommended for appointment of tenure shall be so notified by the superintendent of schools in writing not less than sixty days immediately preceeding the expiration of his probationary period.

Administrators, directors, supervisors, principals and all other members of the supervising staff, except associate, assistant and other superintendents, authorized by this article shall be appointed by the board of education, upon the recommendation of the superintendent of schools for a probationary period of three years. The service of a person appointed to any of such positions may be discontinued at any time during the probationary period on the recommendation of the superintendent of schools, by a majority vote of the board of education.

Limited probationary credit may be given toward tenure for persons employed in an administrative or supervisory capacity at the time amendments to the tenure law were passed in 1975.

At the expiration of the probationary term of any person appointed for such a term, or within six months prior thereto, the superintendent of schools shall make a written report to the board of education recommending for appointment on tenure those persons who have been found competent, efficient and satisfactory. By a majority vote the board of education may then appoint on tenure any or all of the persons recommended by the superintendent of schools. Such persons and all others employed in the teaching service of the schools of such school district who have served the full probationary period shall hold their respective positions during good behavior and efficient and competent service, and shall not be removed except for cause after a hearing. Failure to maintain certification as required by this chapter and the regulations of the commissioner of education shall constitute cause for removal.

City school districts of cities with 125,000 inhabitants or more:

Teachers and all other members of the teaching staff shall be appointed by the board of education upon the recommendation of the superintendent of schools, for a probationary period of three years, except that in the case of a teacher who has renewed satisfactory service as a regular substitute for a period of two years or as a seasonally licensed per-session teacher of swimming and day schools who has served in that capacity for a period of two years, and has been appointed to teach the same subject in day schools on an annual salary, the probationary period shall be limited to one year; Provided, however, that in the case of a teacher who has been appointed on tenure in another school district within the state, and who was not dismissed from such district as a result of charges the probationary period shall not exceed two years. The service of a person appointed to any of such positions may be discontinued at any time during such probationary period, on the recommendation of the superintendent of schools, by a majority vote of the board of education. Each person who is not to be recommended for appointment on tenure shall be so notified by the superintendent of schools in writing not later than sixty days immediately preceeding the expiration of his probationary period.

In city school districts having a population of 400,000 or more, persons with licenses obtained as a result of examinations announced subsequent to the 22nd day of May, 1969, appointed upon conditions that all announced requirements for the position be fulfilled within a specified period of time, shall not acquire tenure unless and until such requirements have been completed within the time specified for the fulfillment of such requirements, notwithstanding the expiration of any probationary period. In all other city school districts subject to the provision of this title, failure to maintain certification as required by this article and by the regulations of the commissioner of education shall be cause for removal within the meaning of this section.

Administrators, directors, supervisors, principals and all other members of the supervising staff, except executive directors, associate, assistant, district and community superintendents and examiners shall be appointed by the board of education, upon the recommendation of the superintendent of chancellor of schools, for a probationary period of three years. The service of a person appointed to any of such positions may be discontinued at any time during the probationary period on the recommendation of the superintendent of schools, by a majority vote of the board of education.

Limited probationary credit may be given toward tenure for persons employed in an administrative or supervisory capacity at the time amendments to the tenure law were passed in 1975.

In a city having a population of 400,000 or more, at the expiration of the probationary term, for any person appointed for such term, the superintendent of schools shall make a written report to the board of education recommending for permanent appointment those persons who have been found satisfactory and such board of education shall immediately thereafter issue to such persons permanent certificates of appointment. Such persons and all others employed in the teaching service of the schools of such city, who have served the full probationary period, or have rendered satisfactory equivalent period of service prior to March 27, 1935, shall receive permanent certificates to teach, issued to them by the certificating authority and shall hold their respective positions during good behavior and satisfactory teaching service, and shall not be removable except for cause after hearing as provided by this section (2573 or 53020) any person conceiving himself aggrieved may review the determination of said board either by an appeal to the commissioner of education, as provided for by this chapter, or in accordance with the provisions of Article 78 of the Civil Practice Law and Rule. If such person elects to institute a proceeding under the Civil Practice Law and Rule, the determination of such board shall, for the purposes of such proceeding, be deemed final.

Union-free school districts with a population of more than 4500 inhabitants and employing a superintendent of schools:

Teachers and all other members of the teaching staff shall be appointed by the board of education of a union-free school district upon the recommendation of such superintendent of schools, for a probationary period of three years; Provided, however, that in the case of a teacher who has been appointed on tenure in another school district within the state, and who was not dismissed from such district as a result of charges, the probationary period shall not exceed two years. The service of a person appointed to any such positions may be discontinued at any time during such probationary period, on the recommendation of the superintendent of schools, by a majority vote of the board of education.

Principals, administrators, supervisors and all other members of the supervising staff shall be appointed by the board of education of a union-free school district having a population of more than 4500 inhabitants and employing a superintendent of schools, upon the recommendation of such superintendent of schools for a probationary period of three years. The service of a person appointed to any of such positions may be discontinued at any time during the probationary period on the recommendation of the superintendent of schools, by a majority vote of the board of education.

Limited probationary credit may be given toward tenure for persons employed in an administrative or supervisory capacity at the time amendments to the tenure law were passed in 1975.

At the expiration of the probationary period, a probationary term of a person appointed for such term, subject to the conditions of this section, the superintendent of schools shall make a written report to the board of education recommending for appointment on tenure those persons who have been found competent, efficient, and satisfactory. Such persons and all others employed in a teaching service of the schools of a union-free school district, who have served the probationary period as provided in this section, shall hold their respective positions during good behavior and efficient and competent service, and shall not be removed except for cause after a hearing.

School districts employing eight or more teachers, other than city school districts and school districts having a population of 4,500 or more and employing a superintendent of schools:

Teachers and all other members of the teaching staff, of school districts employing eight or more teachers, other than city school districts and school districts having a population of 4,500 or more and employing a superintendent of schools, shall be appointed by a majority vote of the board of education or trustees upon recommendation of the principal of the district in which they are to be employed for a probationary period of three years; Provided, however, that in the case of a teacher who has been appointed on tenure in another school district within the state and who was not dismissed, the probationary period shall not exceed two years. Services of a person so appointed to any such position may be discontinued at any time during such probationary period, upon the recommendation of the principal of the district, by a majority vote of the board of education or trustees.

Principals, except principals of the district, supervisors and all other members of the supervising staff, of school districts employing eight or more teachers, other than city school districts and school districts having a population of 4,500 or more and employing a superintendent of schools, shall be appointed by a majority vote of the board of education or trustees upon the recommendation of the principal of the district in which they are to be employed. Principals,

except principals of the district, supervisor, administrators and all other members of the supervising staff, of school districts employing eight or more teachers, other than city school districts and school districts having a population of 4,500 or more and employing a superintendent of schools, shall be appointed for a probationary period of three years by a majority vote of the board of education or trustees upon the recommendation of the district superintendent of schools from lists submitted to such district superintendent by the principal of the district in which they are to be employed. Any principal of the district, however, shall be appointed by such school authorities upon the recommendation of the district superintendent of schools. Services of a person so appointed to any such position may be discontinued at any time during the probationary period upon the recommendation of the district superintendent, by a majority vote of the board of education or trustees.

Limited probationary credit may be given toward tenure for persons employed in an administrative or supervisory capacity at the time amendments to the tenure law were passed in 1975.

On or before the expiration of the probationary term of a person appointed for such term, the principal of the district shall make a written report to the board of education or trustees recommending for appointment on tenure those persons who have been found competent, efficient and satisfactory. By a majority vote the board of education or trustees may then appoint on tenure any or all of the persons recommended by the superintendent of the district. Such persons shall hold their respective positions during good behavior and competent and efficient service and shall not be removed except for cause.

Boards of cooperative educational services:

Administrative assistants, supervisors, teachers and all other members of the teaching and supervising staff of the board of cooperative educational services shall be appointed by a majority vote of the board of cooperative educational services upon the recommendation of the district superintendent of schools for a probationary period of not to exceed three years; Provided, however, that in the case of a teacher who has been appointed on tenure in another school district within the state and who has not been dismissed for cause, the probationary period shall not exceed two years. Services of a person so appointed to any such position may be discontinued at any time during such probationary period, upon the recommendation of the district superintendent, by a majority vote of the board of cooperative educational services.

On or before the expiration of the probationary term of a person appointed for such term the district superintendent of schools shall make a written report to the board of cooperative educational services recommending for appointment on tenure

persons who have been found competent, efficient and satisfactory. Such persons shall hold their respective positions during good behavior and competent and efficient service and shall not be removed except for cause.

Vocational education and extension boards:

Members of the teaching and supervisory staff shall be appointed by a majority vote of the vocational education and extension board upon recommendation of the director for a probationary period not to exceed three years except that no recommendation shall require for the appointment of a director of vocational education. Services of members of the teaching and supervisory staff so employed may be discontinued at any time during the probationary period, upon the recommendation of the director, by majority action of such board. On or before the expiration of the probationary period such board, upon recomendation of the director, may appoint on tenure those persons who have been found competent, efficient and satisfactory.

CONTRACT RENEWAL DATES:

City school districts of cities with less than 125,000 inhabitants;

City school districts of cities with 125,000 inhabitants or more:

Teachers and all other members of the teaching staff who are not to be recommended for appointment on tenure shall be so notified by the superintendent of schools in writing not later than sixty days immediately proceding the expiration of his probationary period.

Union-free school districts having a population of more than 4,500 inhabitants and employing a superintendent of schools;

School districts employing eight or more teachers, other than city school districts and school districts having a population of 4,500 or more than employing a superintendent of schools:

Each person who is not to be so recommended for appointment on tenure shall be so notified in writing by the principal of the district, not later than sixty days immediately preceding the expiration of his probationary period.

Boards of cooperative educational services:

Not addressed.

Vocational education and extension boards:

Not addressed.

NOTES:

Contracts with teachers:

No contract for the employment of a teacher in a district having three trustees or a board of education shall be made for more than one year in advance or more a shorter time than ten weeks unless for the purpose of filling an unexpired term of school; except that a contract may be made in such district for not more than five years with any teacher who has been employed in such district for at least three consecutive years immediately prior to execution of the contract.

Suspension:

The employee may be suspended pending a hearing on the charges and the final determination thereof. In no case shall a teacher or other non-supervisory employee subject to the tenure provisions of this section be suspended more than ninety days pending hearing and determination of charges, and the imposition of penalty or punishment. A tenured teacher may not be deprived of pay between the time of suspension and the board's ultimate decision.

CITY: New York City

STATUTE: McKinney's Consolidated Laws of New York, Education Code. Section 2590-J.

SCOPE: Persons in the teaching and supervisory service.

PROBABLE CAUSE DETERMINATION: Community superintendent.

CAUSE:

1. Unauthorized absence from duty or excessive lateness;
2. Neglect of duty;
3. Conduct unbecoming his position or conduct prejudicial to the good order, efficiency or discipline of the service;
4. Incompetent or inefficient service;
5. A violation of the bylaws, rules or regulations of the city board, chancellor, or the community board; or
6. Any substantial cause that renders the employee unfit to perform his obligations properly to the service.

NOTICE REQUIREMENT: No such employee who has served the full and appropriate probationary period shall be found guilty of any charges except after hearing and by the affirmative vote of a majority of all the members of the community board. The community board shall have the right to impose a penalty on an employee, consistent of a reprimand, a fine, suspension for a fixed time without pay, or dismissal, or transfer within the district or any one or more of them.

The community superintendent, in advance of the filing of charges and specifications, shall inform the employee accused and the community board of the nature of the complaint. No charges shall be brought more than six months after the occurrence of, the discovery thereof, or the date when discovery should have occurred upon the exercise of due dilligence, of the alleged incompetency or misconduct except where the charge is of misconduct constituting a crime when committed.

The employee charged shall be given an opportunity to be heard, in person or by counsel, including the right to receive a copy of the charges and specifications, and shall be entitled to cross examine opposing witnesses and to call and examine witnesses in his own behalf.

HEARING REQUIREMENT: The community board on receipt of a notice of charges by the community superintendent against any employee shall appoint one or more trial examiners. The assigned trial examiner or

examiners shall be selected from a panel of competent persons maintained by the chancellor. The trial examiner shall administer the oath to all appropriate witnesses. A trial examiner shall have the power to subpoena witnesses, papers and records. The provisions of the civil practice law and rules in relation to enforcing obedience to a subpoena lawfully issued by a judge, arbitrator, referee or other person in a matter not arising in an action in a court of record applied to subpoena issued by a trial examiner as authorized by the subdivision. The report of any such trial examiner shall be subject to final action by the community board, each member of which shall before voting review the testimony and acquaint himself with the evidence in the case. The community board may reject, confirm or modify the report of the trial examiner or examiners. The decision of the community board shall be based solely upon the record of the proceedings before the trial examiner, and shall set forth the reasons and the factual basis for the decision. A vote of the majority of all the members of the board shall be necessary for finding of guilt and to impose a penalty or punishment.

APPEAL REQUIREMENT: The employee may appeal to the city board from any adverse determination or penalty imposed by such community board. The city board after reviewing the record in the case, shall have the power to make a final determination in the case subject to any provisions for arbitration that may exist in agreements between the city board and the organization representing such employee, not inconsistent with applicable law. Nothing contained in this section shall preclude an aggrieved employee from seeking a review of such final determination by the commissioner or the court as prescribed by law.

EVALUATION: Not addressed.

PROBATION: No person who has served the full and appropriate probationary period shall be found guilty of any charges except after a hearing. (The exact time period for the probation is not addressed in this section.)

CONTRACT RENEWAL DATES:

NOTES:

Administrator Contracts:

Retirement:

Suspension: Upon the service of a copy of the charges upon such employee and the filing thereof with the community board, the community superintendent may recommend to the chancellor the suspension of any such employee. If the chancellor shall determine that the nature of the charge requires the immediate removal of

the employee from his assigned duties, he may suspend such employee for a period not exceeding 90 days pending hearing and determination of charges, provided however, that such employee shall be entitled to receive full compensation during the period of suspension. In case the employee is acquitted, he shall be restored to his position.

STATE: North Carolina

STATUTE: General Statutes of North Carolina. Section 115-142.

SCOPE: "Teacher" means a person who holds at least a current, not expired, Class A certificate or a regular, not provisional or expired, vocational certificate issued by the state department of public instruction; whose major responsibility is to teach or directly supervise teaching or who is classified by the state board of education or is paid as a classroom teacher; and who is employed to fill a full-time, permanent position.

No superintendent, associate superintendent, assistant superintendent or other school employee who is not a teacher is eligible to obtain tenure if he no longer performs responsibilities of a teacher.

PROBABLE CAUSE DETERMINATION: Superintendent's recommendation.

CAUSE: For both probationary and tenured teacher no teacher shall be dismissed or demoted or employed on a part-time basis except for: (a) inadequate performance, (b) immorality, (c) insubordination, (d) neglect of duty, (e) physical or mental incompacity, (f) habitual or excessive use of alcohol or non-medical use of a controlled substance, (g) conviction of a felony or a crime involving moral turpitude, (h) advocating the overthrow of the government of the United States or of the state of North Carolina by force, violence, or other unlawful means, (i) failure to fulfill the duties and responsibilities imposed upon teachers by the general statutes of this state, (j) failure to comply with such reasonable requirements as the board may prescribe, (k) any cause which constitutes grounds for the revocation of such career teacher's teaching certificates; or (l) a justifiable decrease in the number of positions due to district reorganization or decreased enrollment, provided that the law is complied with, (m) failure to maintain one's certificate in a current status.

When a career teacher is dismissed for reason of justifiable decrease in number of positions, his or her name shall be placed on a list of available teachers to be maintained by the board. Career teachers whose names are placed on such a list shall have a priority on all positions for which they are qualified which become available in that system for the three consecutive years succeeding their dismissal. However, if the school system offers the dismissed teacher a position for which he is certified and he refuses it, his name shall be removed from the priority list.

In determining whether the professional performance of a career teacher is adequate, consideration shall be given to regular and special evaluation reports prepared in accordance

with the published policy of the employing school system and to any published standards of performance which have been adopted by the board. Failure to notify a career teacher of an inadequacy in his or her performance shall be conclusive evidence of satisfactory performance.

Dismissal shall not be based on conduct or actions which occurred more than three years before the written notice of the superintendent's intention to recommend dismissal is mailed to the teacher. Dismissal may however be based on conviction of felony or a crime involving moral turpitude even when such occurred more than 3 years before the written notice of intent.

NOTICE REQUIREMENT:

Before recommending to a board the dismissal or demotion of the career teacher, the superintendent shall give written notice to the career teacher by certified mail of his intention to make the recommendation and shall set forth as part of his recommendation the grounds upon which he believes the dismissal is justified. The notice shall include a statement to the effect that if the teacher within fifteen days after the date of receipt of the notice requests a review, he shall be entitled to have the proposed recommendations of the superintendent reviewed by a panel of the professional review committee. (A committee which consists of 121 citizens, 11 from each of the state's congressional districts, 5 of whom shall be lay persons and six of whom shall have been actively and continuously engaged in teaching or in supervision or in administration of schools in this state for the five years preceding their appointment and who are broadly representative of the profession, to be appointed by the superintendent of public instruction with the advice and consent of the state board of education.) A copy of this statute and a current list of the members of the professional review committee shall also be sent to the career teacher. If the teacher does not request the panel hearing within fifteen days provided, the superintendent may submit his recommendation to the board.

Within the fifteen-day period after receipt of the notice, the career teacher may file with the superintendent a written request for either (1) a review of the superintendent's proposed recommendation by a panel of the professional review committee, or (2) a hearing before the board within ten days. If the teacher requests an immediate hearing before the board, he forfeits his right to a hearing by a panel of the professional review committee. If no request is made within that period, the superintendent may file his recommendation with the board. The board, if it sees fit, may by resolution dismiss such teacher. If a request for review is made, the superintendent shall not file his recommendation for dismissal with the board until a report of a panel of the committee is filed with the superintendent.

If a request for review is made, the superintendent, within five days of filing such request for review, shall notify the superintendent of public instruction who, within seven days from the time of receipt of such notice, shall designate a panel of five members of the committee (at least two of whom shall be lay persons) who shall not be employed in or be residents of the county in which the request for review is made, to review the proposed recommendations of the superintendent for the purpose of determining whether in its opinion the grounds for the recommendation are true and substantiated. The teacher or principal making the request for review shall have the right to require that at least two members of the panel shall be members of his professional peer group.

The career teacher and superintendent will each have the right to designate in their respective written requests for review not more than 30 of the 121 members of the professional review committee as not acceptable to the teacher or superintendent respectively. No person so designated shall be appointed to the panel. Failure to designate non-acceptable members in accordance with this subsection shall constitute a waiver of that right.

As soon as possible after the time of its designation, the panel shall elect a chairman and shall conduct such investigation as it may consider necessary for the purpose of determining whether the grounds for the recommendation are true and substantiated. The panel shall be furnished assistance reasonably required to conduct its investigation and shall be empowered to subpoena and swear witnesses and to require them to give testimony and to produce books and papers relevant to its investigation.

The career teacher and superintendent involved shall each have the right to meet with the panel accompanied by counsel or other persons of his choice and to present any evidence and arguments which he considered pertinent to the consideration of the panel and to cross examine witnesses.

When the panel has completed its investigation, it shall prepare a written report and send it to the superintendent and teacher. The report shall contain an outline of the scope of its investigation and its finding as to whether or not the grounds for the recommendation of the superintendent are true and substantiated. The panel shall complete its investigation and prepare the report within twenty days of the time of its designation, except in cases in which the panel finds that justice requires that a greater time be spent in connection with the investigation and the preparation of such report, and reports that finding to the superintendent and the teacher, provided that such extension does not exceed ten days.

Within five days after the superintendent receives the report of the panel, he shall submit his written recommendation for

dismissal to the board with a copy to the teacher, or shall drop the charges against the teacher. His recommendation shall state the grounds for the recommendation and shall be accompanied by a copy of the report of the panel of the committee.

Within seven days after receiving the superintendent's recommendation and before taking any formal action, the board shall notify the teacher by certified mail that it has received the superintendent's recommendation and the report of the panel. The notice shall state that if the teacher requests a hearing before the board on the superintendent's recommendation, a hearing will be provided at the time and place specified in the notice. The time specified shall not be sooner than seven nor later than twenty days after the teacher receives the notice. The notice shall further state that if the board does not receive the teacher's written notification that he wants a hearing before the board, such notice to be given within five days after he has received the board's notice, it may by resolution dismiss the teacher. If the teacher can show that his request for a hearing was postmarked within the time provided, his right to a hearing is not forfeited.

HEARING REQUIREMENT:

The following provisions shall be applicable to any hearing:

1. The hearing shall be private.

2. The hearing shall be conducted in accordance with such reasonable rules and regulations as the board may adopt or if no rules have been adopted, in accordance with reasonable rules and regulations adopted by the state board of education to govern such hearings.

3. At the hearing the teacher and superintendent shall have the right to be present and to be heard, to be represented by counsel and to present through any competent testimony relevant to the issue of whether grounds for dismissal or demotion exists or whether the procedures for employment or dismissal have been followed.

If the panel found that the grounds for recommendation of the superintendent are true and substantiated, at the hearing the board shall consider the recommendation of the superintendent, the report of the panel, including any minority report, and any evidence with which the teacher or superintendent may wish to present with respect to the question of whether the grounds for the recommendation are true and substantiated. The hearing may be conducted in an informal manner. If, after considering the recommendation of the superintendent, the report of the panel and the evidence adduced at the hearing, the board concludes that the grounds for the recommendation are true and substantiated, the board, if it sees fit, may by resolution order such dismissal.

If the board does not find that the grounds for the recommendation of the superintendent are true and substantiated, at the hearing the board shall determine whether the grounds for the recommendation of the superintendent are true and substantiated upon the basis of competent evidence adduced at the hearing by witnesses who shall testify under oath or affirmation to be administered by any board member or the secretary of the board. The procedure at the hearing shall be such as to permit and secure a full, fair and orderly hearing and to permit all relevant competent evidence to be received therein. The report of the panel of the committee shall be deemed to be competent evidence. A full record shall be kept of all evidence taken or offered at such hearing. Both counsel for the system and the career teacher or his counsel shall have the right to cross examine witnesses.

At the request of either the superintendent or the teacher, the board shall issue subpoenas requiring the production of papers or records or the attendance of persons residing within the State before the board. The board shall pay witness fees for up to five witnesses subpoened on behalf of the teacher who are not residents of the county in which the dismissal originated or who are not employees of the board.

At the conclusion of the hearing the board shall render its decision on the evidence submitted at such hearing.

Within five days following the hearing the board shall send a written copy of its findings and order to the teacher and superintendent. The board shall provide for making a transcript of its hearing. If the teacher contemplates an appeal through a court of law, he may request and shall receive at no charge a transcript of the proceeding.

APPEAL REQUIREMENT:

Any teacher who has been terminated by an action of the board after a hearing shall have the right to appeal from the decision of the board to the superior court for the judicial district in which the teacher is employed. The appeal shall be filed within a period of thirty days after notification of the decision of the board. The cost of preparing the transcript shall be borne by the board. The appeal shall be based on the local hearing record and review of the prior proceedings.

EVALUATION:

The superintendent shall maintain in his office a personnel file for each teacher that contains any complaint, commendation, or suggestion for correction or improvement about the teacher. The complaint, commendation, or suggestion shall be signed by the person who makes it and shall be placed in the teacher's file only after five days' notice to the teacher. Any denial or explanation relating to such complaint, commendation or suggestion that the teacher desires to make shall be placed in the file.

In determining whether the professional performance of a career teacher is adequate, consideration shall be given to regular and special evaluation reports prepared in accordance with the published policy of the employing school system and to any published standards of performance which have been adopted by the board. Failure to notify a career teacher of an inadequacy in his or her performance shall be conclusive evidence of satisfactory performance.

PROBATION:

When a teacher will have been employed by a North Carolina public school system for three consecutive years, the board, near the end of the third year, shall vote upon his employment for the next school year. The board shall give him written notice of that decision at least thirty days before the end of his third year of employment. If a majority of the board votes to reemploy him, he becomes a career teacher on the first day of the fourth year of his employment. If a majority of the board votes to reemploy him, he becomes a career teacher. If the board votes to reemploy the teacher and thus grant career status at the beginning of the next school year, and if it has notified him of this decision, it may not later rescind that action but must proceed under the provisions of this section for the demotion or discharge of a teacher if it decides to terminate his employment.

If a majority of the board votes against reemploying the teacher, he shall not teach beyond the current school term. If the board fails to vote on granting career status but reemploys him for the next year, he automatically becomes a career teacher on the first day of the fourth year of employment.

A teacher who has obtained career status in another North Carolina public school system need not serve another probationary period of more than two years, and may, at the option of the board, be employed immediately as a career teacher. In any event, if the teacher is reemployed for a third consecutive year, he shall automatically become a career teacher. A teacher with career status who resigns and within five years seeks to be reemployed by the same school system need not serve another probationary period of more than one year and may, at the option of the board, be reemployed as a career teacher. In any event, if he is reemployed for a second consecutive year, he shall automatically become a career teacher.

The board of any public school system may not discharge a probationary teacher during the school year except for the reasons for and by the procedures by which a career teacher may be dismissed.

The board, upon recommendation of the superintendent, may refuse to renew the contract of any probationary teacher or to reemploy any teacher who is not under contract for any cause it deems sufficient; provided, however, that the cause

may not be arbitrary, capricious, discriminatory or for personal or political reasons.

CONTRACT RENEWAL DATES:

A probationary teacher whose contract will not be renewed for the next school year shall be notified of this fact not less than 30 days before the end of his employment period.

NOTES:

Administrator Contracts:

A career teacher who has performed the duties of a principal or supervisor in a particular position in the school system for three consecutive years shall not be transferred from that position to a lower-paying administrative position or to a lower-paying non-administrative position without his consent except for cause and in accordance with the procedure for the dismissal of a career teacher set out in this section.

Suspension:

If a board believes that cause exists for dismissing a probationary or career teacher for the reasons stated under "b" through "h" in the Cause section of this text (see page 1 of the North Carolina law) and that immediate suspension of the teacher is necessary, the board may by resolution suspend him without pay and without giving notice and a hearing.

If a board thinks a probationary or career teacher's performance is so inadequate that an emergency situation exists requiring the teacher to be removed immediately from his duties, the board shall give him written notice that it plans to suspend him and the reasons for the planned action. No less than two nor more than five days after the teacher receives the board's notice, the board shall hold a hearing on whether it should suspend the teacher. The hearing procedures provided in this act shall be followed and all teacher evaluations and other information in the teacher's personnel file shall be made available to the board. If the board finds it necessary to suspend the teacher, it may by resolution suspend him without pay.

Within five days after suspension under this section, the superintendent shall initiate a dismissal as provided in this section. If it is finally determined that no grounds for dismissal exist, the teacher shall be reinstated immediately and shall be paid for the period of suspension.

STATE: North Dakota

STATUTE: North Dakota Century Code. Title 15, Sections 47-26, 47-27 and 47-38.

SCOPE: The term "teacher" includes all teachers, principals and superintendents and all persons employed in teaching in any state institution except institutions of higher learning.

PROBABLE CAUSE DETERMINATION: School board.

CAUSE:

Dismissal: A school board may dismiss a teacher effective immediately for any of the following causes:

(a) Immoral conduct, insubordination or conviction of a felony;

(b) Conduct unbecoming a teacher;

(c) Failure without justifiable cause to perform contracted duties;

(d) Gross inefficiency in which the teacher has failed to correct after reasonable written notice; or

(e) Continuing physical or mental disability which renders him unfit or unable to perform his duties as a teacher.

Nonrenewal: Reasons for nonrenewal shall be sufficient to justify the contemplated action of the board and shall not be frivolous or arbitrary, but shall be related to the ability, competence or qualifications of the teacher as a teacher, or the necessities of the district such as lack of funds calling for a reduction in the teaching staff.

NOTICE REQUIREMENT: Any teacher who has been employed by a school district shall be notified in writing of the determination not to renew his contract.

Dismissal: The teacher shall be informed in writing of the time and place for a special meeting of the school board to be held prior to the final decision of the matter. The teacher shall also be informed in writing of his right to demand a specification of the reasons for such discharge, which must on demand of the teacher be furnished not less than five days prior to the meeting to be held on the question of contemplated discharge.

Nonrenewal: The school board shall notify such teacher in writing of the contemplated nonrenewal. The teacher shall be informed in writing of the time and place of the special school board meeting for the purpose of discussing and acting upon such contemplated nonrenewal. The teacher shall also be informed in writing of the reasons for such nonrenewal.

HEARING REQUIREMENT:

Dismissal: If the teacher has informed the board in writing at least two days prior thereto that he will contest the charges brought against him, the board must sustain the charges with evidence produced at such hearing with witnesses he shall be subject to cross examination by the teacher or his representative. The teacher may then produce such witnesses as may be necessary to refute the charges, which witnesses shall be subject to cross examination. The proceedings may at the request of either party be transcribed by a court reporter at the expense of the persons requesting such transcript and the witnesses may on demand of either party be placed under oath by a person authorized by law to administer oath. The meeting shall be an executive session of the board unless both the school board and the teacher requesting such meeting shall agree that it shall be open to other persons or the public. The teacher may be represented at the meeting by two representatives of his own choosing. In addition to board members, the school district clerk and the superintendent, the school board may be represented by two other representatives of its own choosing at such executive session. If the teacher so requests he may be granted a continuance for not to exceed seven days by the board unless for good cause otherwise shown. No cause of action for libel or slander shall exist for any statement expressed either orally or in writing at any executive session of the school board held for the purposes provided in this section.

Nonrenewal: At the meeting with the board the teacher may then produce such evidence as may be necessary to evaluate the reasons for nonrenewal and either party may produce witnesses or confirm or refute the reasons. The school board shall give an explanation and shall discuss and confirm at such meeting its reasons for the contemplated nonrenewal of the contract. The meeting shall be an executive session of the board unless both the school board and the teacher shall agree that it shall be open to other persons or the public. The teacher may be represented at such meeting by any two representatives of his own choosing. In addition to board members, the school district clerk, and the superintendent, the school board may be represented by two other representatives of its own choosing at such executive session. Upon such hearing if the teacher so requests he shall be granted a continuance of not to exceed seven days. No cause of action for libel or slander shall exist for any statement expressed either orally or in writing at any executive session of the school board held for the purposes of this section.

APPEAL REQUIREMENT: The board's final determination not to renew a contract if made in good faith shall be final and binding on all parties.

EVALUATION: The legislature urges that each school board ensure through formally adopted policies that channels of communication exist between the board, supervisory personnel, and teachers employed within its school system.

PROBATION: Not addressed.

CONTRACT RENEWAL DATES:

Dismissal: Ten days prior to the date of the contemplated discharge.

nonrenewal: April 15.

NOTES:

Suspension: The school board by unanimous vote may suspend a teacher from regular duty if such action is deemed desireable during the process of determining if cause for dismissal exists. If upon final decision the teacher is dismissed the board may in its discretion determine the teacher's salary or compensation as of the date of suspension. If the final decision is favorable to the teacher, there shall be no abatement of salary or compensation.

STATE: Ohio

STATUTE: Page's Ohio Revised Code Annotated. Title 33, Sections 3319-.08, 3319.11, 3319.12, and 3319.17, 3319.01 and also Section 3307.37.

SCOPE: "Teacher" means all persons certified to teach and who are employed in the public schools of this state as instructors, principals, supervisors, superintendents, or in any other educational position for which the state board of education requires certification including certification and employees in an educational position, as determined by the state board of education, under programs provided for by federal grants or regulations and financed in whole or in part from federal funds, but for which no certification requirements for the position can be made under the provision of such federal acts and regulations.

PROBABLE CAUSE DETERMINATION: The school board.

CAUSE: The contract of a teacher may not be terminated except for gross inefficiency or immorality; for wilfull and persistent violations of reasonable regulations of the board of education; or for other good and just cause.

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of school or territorial changes affecting the district, a board of education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers, whose continuing contracts are suspended, shall have the right of restoration to continuing service status in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

NOTICE REQUIREMENT: Before terminating any contract, the employing board shall furnish the teacher with a written notice signed by its clerk of its intention to consider the termination of his contract with full specification of the grounds for such consideration. Such boards shall not proceed with formal action to terminate the contract until after the 10th day after receipt of such notice by the teacher.

HEARING REQUIREMENT: Within 10 days after receipt of such notice from the clerk of the board, the teacher may file with the clerk a written demand for a hearing before the board or before a referee,

and the board shall set a time for the hearing which shall be within 30 days from the date of receipt of the written demand, and the clerk shall give the teacher at least 20 days notice in writing of the time and place of such hearing. If a referee is demanded by either the teacher or the board, the clerk shall also give 20 days' notice to the superintendent of public instruction. No hearing shall be held during the summer vacation without the teacher's consent. Such hearing shall be private unless the teacher requests a public hearing. The hearing shall be conducted by a referee, if demanded; otherwise, it shall be conducted by a majority of the members of the board and shall be confined to the grounds given for such termination. The board shall provide for a complete stenographic record of the proceedings, a copy of such record to be furnished to the teacher.

Both parties may be present at the hearing, be represented by counsel, require witnesses to be under oath, cross examine witnesses, take a record of the proceedings, and require the presence of witnesses on their behalf upon subpoena to be issued by the clerk of the board. Any member of the board or the referee may administer oath to witnesses. After a hearing by a referee, the referee shall file his report within 10 days after the termination of the hearing. After consideration of the referee's report, the board by a majority vote may accept or reject the referee recommendation on the termination of the teacher's contract. After a hearing by the board, the board by majority vote may enters its determination upon its minutes. Any order of termination of a contract shall state the grounds for termination. If the decision, after hearing, is against termination of the contract, the charges in the record of the hearing shall be physically expunged from the minutes, and if the teacher has suffered any loss of salary by reason of being suspended, he shall be paid his full salary for the period of such suspension.

APPEAL REQUIREMENT:

Any teacher affected by an order of termination of contract may appeal to the court of common pleas of the county in which the school is located within 30 days after receipt of notice of the entry of such order. Such appeal shall be an original action in said court and shall be commenced by the filing of a petition against such board, in which petition the facts shall be alleged upon which the teacher relies for a reversal or modification of such order of termination of contract. Upon service or waiver of summons in said appeal, such board shall immediately transmit to the clerk of said court for filing a transcript of the original papers filed with the board, a certified copy of the minutes of the board into which the termination finding was entered, and a certified transcript of all evidence adduced at the hearing or hearings before such board or a certified transcript of all evidence adduced at the hearing or hearings before the referee, whereupon the cause shall be at issue without further pleading

and shall be advanced and heard without delay. The court shall examine the transcript and record of the hearing and shall hold such additional hearings as it deems advisable, at which it may consider other evidence in addition to such transcript and record.

Upon final hearing, the court shall grant or deny the relief prayed for in the petition as may be proper in accordance with the evidence adduced in the hearing. Such an action is a special proceeding and either the teacher or the board may appeal therefrom.

EVALUATION:

Non-tenured teachers: The superintendent may recommend reemployment of a probationary teacher, under a limited contract, provided that written notice of the intention to make such recommendation has been given to the teacher with reasons directed at the professional improvement of the teacher on or before the 30th day of April.

PROBATION: Teachers eligible for continuing service status in any school district shall be those teachers qualified as to certification, who within the last 5 years have taught for at least 3 years in the district, and those teachers who, having attained continuing contract status elsewhere, have served 2 years in the district, but the board of education, upon the recommendation of the superintendent of schools, may at the time of employment or any time within such two-year period, declare any of the latter teachers eligible.

Upon the recommendation of the superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the board and such teacher unless the board by a three-fourths vote of its full membership rejects the recommendation of the superintendent. The superintendent may recommend reemployment of such teacher, if continuing service status has not previously been attained elsewhere, under a limited contract not to exceed 2 years, provided that written notice of the intention to make such recommendation has been given to the teacher with reasons directed at the professional improvement of the teacher on or before the 30th day of April, and provided that written notice from the board of education of its action on the superintendent's recommendation has been given to the teacher on or before the 30th day of April, but upon subsequent reemployment only a continuing contract may be entered into. If the board of education does not give such teacher written notice of its action on the superintendent's recommendation of the limited contract for not to exceed 2 years before the 30th day of April, such teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. Such teacher is presumed to have accepted employment under such continuing contract unless he notifies the board in writing to the

contrary on or before the first day of June, and a continuing contract shall be executed accordingly.

A teacher eligible for continuing contract status employed under an additional limited contract for not to exceed two years pursuant to written notice from the superintendent of his intention to make such recommendation, is, at the expiration of such limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule, unless the employing board, acting on the superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of the contention not to reemploy him on or before the 30th day of April. Such teacher is presumed to have accepted employment under such continuing contract unless he notifies the board in writing to the contrary on or before the 1st day of June, and a continuing contract shall be executed accordingly.

A limited contract may be entered into by each board with each teacher who has not been in the employ of the board for at least three years and shall be entered into, regardless of length of previous employment, with each teacher employed by the board who holds a provisional or temporary certificate.

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, deemed reemployed under the provisions of this section at the same salary plus any increment provided by the salary schedule unless the employing board, acting on the superintendent's recommendation as to whether or not the teacher should be remployed, gives such teacher written notice of its intention not to reemploy him on or before the 30th day of April. Such teacher is presumed to have accepted such employment unless he notifies the board in writing to the contrary on or before the 1st day of June, and a written contract for the succeeding school year shall be executed accordingly. The failure of the parties to execute a written contract shall not void the automatic reemployment of the teacher.

CONTRACT RENEWAL DATES:

Contracts for the employment of teachers are of two types, limited contracts and continuing contracts. A limited contract for teachers may not exceed a term of five years.

A continuing contract is a contract which shall remain in effect until the teacher resigns, elects to retire, reaches retirement age or until it is terminated or suspended and shall be granted only to teachers holding professional, permanent, or life certificates.

Probationary teachers or teachers on limited contract:

April 30th.

NOTES:

Administrator Contracts: (By court decision continuing contract status does not apply to superintendents or assistant superintendents.) The school board may appoint someone to act as superintendent of the public schools of the district, for a term not longer than five years. If the superintendent is employed on a continuing contract, the board may, by resolution, designate that he is to continue for a term not to exceed five years, and he may not be transferred to any other position during such term.

Except by mutual agreement of the parties thereto a teacher employed under a contract of employment in an administrative, or supervisory position in a school district shall not be transferred during the life of his contract to a position of lesser responsibility. No contract or supplemental contract for the employment of a teacher, whether for an administrative or supervisory position, regular teaching duties or additional duties may be terminated or suspended by a board of education except pursuant to normal termination procedures and the salaries and compensation described by such contract shall not be reduced by a board of education unless such reduction is a part of the uniform plan affecting the entire district.

Retirement: An employer may as of the 30th day of June of any year terminate the contract or the employment of any member who has attained the age of 70 or who will attain the age of 70 by the following 31st day of August.

Suspension: The board may suspend a teacher pending final action to terminate his contract if, in its judgment, the character of the charges warrants such action.

STATE:	Oklahoma
STATUTE:	Oklahoma Statutes Annotated. Title 70, Sections 1-116, 6-101, 6-103, and 6-122.
SCOPE:	Any district superintendent, county superintendent, principal, supervisor, counsellor, librarian, school nurse or classroom teacher with certification for the particular service.
PROBABLE CAUSE DETERMINATION:	The determination of probable cause is made by the local board of education or in the case of county school districts by the county superintendent.
CAUSE:	Cause for dismissal or nonrenewal of teacher with more than three years employment includes immorality, willful neglect of duty, cruelty, incompetency, teaching disloyalty to the American Government, or any reason involving moral turpitude. Also included as cause are decreases in attendance, decreases in state aid or an inability to finance the contract.
NOTICE REQUIREMENT:	Prior to dismissal the employee must be sent written notice of the proposed dismissal by the board of education. The notice shall include a statement of what the charges are and who brought them. It must also include the date of the hearing which shall be not less than ten days from the notice.
HEARING REQUIREMENT:	In dependent districts the hearing shall be held before the board of education and the county superintendent and in independent districts the hearing shall be held before the local board of education. At the hearing the employee may be represented by counsel and shall have an opportunity to offer evidence, confront his accusers, and cross examine witnesses. The burden of proof shall be on the school adminstration. For nonrenewal of teachers with more than three years employment, there shall be a hearing if requested within twenty days of notice. The hearing shall be before the board in the manner provided above.
APPEAL REQUIREMENT.	Only teachers with three years or more experience are afforded the opportunity to appeal. The appeal shall be taken before the professional practices commission only if filed within twenty days, or in the case of nonrenewal, by not later than June 30. The scope of the appeal shall be de novo. The ruling at the appeal shall be reported to the state board of education and to all parties. If requested

within thirty days by either party the ruling of the professional practices commission may be appealed to the state board of education. Before the state board of education either party may play the tape of the original hearing or present evidence de novo. This appeal shall be closed only if all parties agree. The decision of the state board of education is final. For nonrenewals there may be an appeal before the professional practice commission only if filed by June 30th. This appeal follows the same procedure as that for dismissal and there is also available an appeal to the state board.

EVALUATION: Not addressed.

PROBATION: There shall be a probation period of three years.

CONTRACT RENEWAL DATES: By April 10th employees must either be entered into a new contract or notified of nonrenewal. Failure to so notify will be the equivalent of reemployment unless rejected by the employee by April 25th.

STATE:	Oregon
STATUTE:	Oregon Revised Statutes. Sections 342.805 through 342.955.
SCOPE:	All employees who hold certification or are otherwise authorized to teach in public schools and are employed on other than a part-time basis, including both instructors and administrators.
PROBABLE CAUSE DETERMINATION:	Only the school board may dismiss permanent employees and only upon recommendation of the superintendent.
CAUSE:	Permanent employees may be dismissed only for the following enumerated causes: (1) inefficiency; (2) immorality; (3) insubordination; (4) neglect of duty; (5) physical or mental incapacity; (6) conviction of a felony for a crime involving moral turpitude; (7) inadequate performance; (8) failure to comply with reasonable regulations of the board or to show normal improvement; (9) any cause sufficient as grounds for revocation of certification; (10) reduction in force due to levy failure or decreased enrollment or decreases in the number of courses offered due to administrative decisions.
NOTICE REQUIREMENT:	For the discharge of permanent employees the superintendent must give written notice of his intent to recommend discharge at least twenty days before the recommendation is given to the board. The notice must show the statutory grounds for the discharge and include a copy of the relevant statutes. The notice must also include a written statement of the facts. The notice shall also be given to the school board and to the fair dismissal appeals board. After twenty days the recommendation of the superintendent becomes effective and the board will take action notifying the employee by certified mail.
HEARING REQUIREMENT:	Permanent employees may appeal the dismissal to the fair dismissal appeals board. This must be done within five days of the notice of the board's decision. The appeal shall be before three members of the appeals board coming from districts of the same approximate size as the teacher's district. The three members shall be chosen by the superintendent of public instruction. One member must be a board member, one must be unaffiliated, and one must be a teacher or administrator depending on the employee's position. It shall be a formal hearing with the right to counsel, witnesses and testimony and with subpoena powers. The hearing shall be private unless the teacher requests otherwise. The appeals board shall make findings of fact and decide whether the facts justify the statutory grounds cited. The decision shall be made within thirty days from the notice of the appeal, but may be extended by the panel an additional thirty days.

APPEAL REQUIREMENT: Either party may appeal the decision of the fair dismissal appeals board to the courts. The appeal shall be heard on the record and the decision shall not be overturned unless lacking substantial evidence or affected by material error in procedure or mistake of law.

EVALUATION: The superintendent of each district shall cause all certificated employees to be evaluated at least annually. The evaluation shall be placed in the files only after reasonable notice has been given to the employee. The employee shall have the right to make a written response and such response shall be made part of the file.

PROBATION: All certificated employees with less than three years experience are considered probationary teachers. Probationary employees may be dismissed for any cause in good faith deemed sufficient. For probationary employees subsequent to discharge there must be a written notice with a copy of the reasons and an opportunity for a hearing. For nonrenewal of probationary employees an opportunity for a hearing and a written statement of reasons must be given upon the employee's request. Probationary employees may have a hearing before the board. At this hearing they may appear by representative and will have an opportunity to present their own defense.

CONTRACT RENEWAL DATES: Probationary employees must be given written notice of renewal or nonrenewal by March 15th. Failure to do so will be considered renewal. Permanent teachers are not subject to annual reappointment.

NOTES:

Suspension: When the superintendent has reason to believe that cause exists for dismissal of a permanent teacher and that immediate suspension is necessary, he may do so without prior notice. The teacher's salary shall continue for the first five days and the procedures for dismissal or action to reinstate the teacher must occur within that time. The law does not refer to suspension of probationary employees.

STATE: Pennsylvania

STATUTE: Purdon's Pennsylvania Statutes Annotated. Title 24, Sections 11-1101, 11-1121 through 1132, and 11-1204.

SCOPE: The term "professional employee" shall include those who are certificated as teachers, supervisors, supervising principals, principals, assistant principals, vice principals, directors of vocational education, dental hygienists, visiting teachers, home and school visitors, school counselors, child nutrition program specialists, school librarians, school secretaries the selection of whom is on the basis of merit as determined by eligibility lists, and school nurses.

PROBABLE CAUSE DETERMINATION: Board of school directors.

CAUSE: The only valid causes for termination of a contract shall be immorality, incompetency, intemperence, cruelty, persistent negligence, mental derangement, edification of or participating in un-American or subversive doctrines, persistent or wilfull violation of the school laws of this commonwealth on the part of the professional employee.

NOTICE REQUIREMENT: Before any professional employee having attained a status of permanent tenure is dismissed by the board of school directors, such board of school directors shall furnish such professional employee with a detailed written statement of the charges upon which his or her proposed dismissal is based and shall conduct a hearing. A written notice signed by the president and attested by the secretary of the board of school directors shall be forwarded by registered mail to the professional employee setting forth the time and place when and where such professional employee will be given an opportunity to be heard either in person or by counsel, or both, before the board of school directors and setting forth a detailed statement of charges.

HEARING REQUIREMENT: Such hearing shall not be sooner than ten days nor later than fifteen days after such written notice. At such hearing all testimony offered, including that of complaintants and their witnesses, as well as that of the accused professional employee and his or her witnesses shall be recorded by a competent disinterested public stenographer whose services shall be furnished by the school district at its expense. Any such hearing may be postponed, continued or adjourned.

All hearings, under the provisions of this article or any other provisions of school laws pertaining to the dismissal or the termination of contracts of professional employees, shall be public, unless otherwise requested by the party against whom the complaint is made.

The board shall have the power to issue subpoenas requiring the attendance of witnesses at any hearing and shall do so at the request of the party against whom a complaint is made. Any person refusing to testify before the court shall be held for contempt. All testimony at any hearing shall be taken under oath, and any member of the board of school directors shall have the power to administer oath to such witnesses.

After fully hearing the charges or complaints and hearing all witnesses produced by the board and the person against whom the charges are pending, and after full, and partial and unbiased consideration thereof, the board of school directors shall by a two-thirds vote of all the members thereof, to be recorded by roll call, determine whether such charges or complaints have been sustained and whether the evidence substantiates such charges and complaints, and if so determined shall discharge professional employee. If less than two-thirds of all the employees of the board vote in favor of discharge, the professional employee shall be retained and the complaint shall be dismissed.

No member of any board of school directors shall vote on any roll call if he is related as father, mother, brother, sister, husband, wife, son, daughter, step-son, step-daughter, grandchild, nephew, niece, first cousin, sister-in-law, brother-in-law, uncle or aunt to the professional employee involved or to any of the parties instituting the complaint.

A written notice of any decision of school directors discharging a professional employee, shall be sent by registered mail to such professional employee at his or her last known address within ten days after such hearing is actually concluded.

In all cases where the final decision is in favor of the professional employee, the charges made shall be physically expunged from the records of the board of school directors, but a complete official transcript of the records of the hearing shall be delivered to the one against whom the charges were made. In all such cases there shall be no abatement of salary or compensation.

APPEAL REQUIREMENT:

In case the professional employee concerned considers himself or herself aggrieved by the action of the board of school directors, an appeal by petition, setting forth the grounds for such appeal, may be taken to the superintendent of public instruction at Harrisburg. Such appeal shall be filed within 30 days after receipt by registered mail of the written notice of the decision of the board. A copy of such appeal shall be served by registered mail on the secretary of the school board.

The superintendent of public instruction shall fix the day and time for the hearing before hearing, which shall be not sooner than 10 days nor more than 30 days after presention of such petition, and shall give written notice to all parties interested.

The superintendent of public instruction shall review the official transcript of the record of the hearing before the board, and may hear and consider such additional testimony as he may deem advisable to enable him to make a proper order. At said hearing the litigants shall have the right to be heard in person or by counsel or both.

After hearing an argument and reviewing all the testimony filed or taken before him, the superintendent of public instruction shall enter such order, either affirming or reversing the action of the board of school directors as to him appears just and proper.

The ruling or decision of the secretary of education shall be final, unless, an appeal is taken in accordance with the provisions of the Administrative Agency Law.

EVALUATION:

In determining whether a professional employee shall be dismissed for incompetency, and in rating the services of a temporary professional employee, the professional employee or temporary professional employee shall be rated by an approved rating system which shall give due consideration to personality, preparation, technique, and pupil reaction, in accordance with standards and regulations for such scoring as defined by rating cards to be prepared by the department of public instruction, and to be revised from time to time, by the department of public instruction with the cooperation and advice of a committee appointed by the superintendent of public instruction, including representation from district superintendents of schools, classroom teachers, school directors, school supervisors, and such other groups or interests as the superintendent of public instruction may deem appropriate. Ratings shall be done by or under the supervision of the superintendent of schools or, if so directed by him, the same may be done by an assistant superintendent, a supervisor, or a principal, who has supervision over the work of the professional employee or a temporary professional employee who is being rated: Provided, That no unsatisfactory rating shall be valid unless approved by the district superintendent.

It shall be the duty of the district superintendent to notify each temporary professional employee, at least twice each year during the period of his or her employment, of the professional quality, professional progress, and rating of his or her services. No temporary professional employee shall be dismissed unless rated unsatisfactory, and notification, in writing, of such unsatisfactory rating shall have

been furnished the employee within ten days following the date of such rating. The rating of a temporary professional employee shall be done as provided in the evaluation section of this law.

PROBATION:

A temporary professional employee whose work has been certified by the district superintendent to the secretary of the school district, during the last four months of the second year of such service, as being satisfactory shall hereafter be a "professional employee" within the meaning of this article. The attainment of this status shall be recorded in the records of the board and written notification thereof shall be sent also to the employee. The employee shall then be tendered forthwith a regular contract of employment as provided to professional employees.

No professional employee who has attained tenure status in any school district of this commonwealth shall heareafter be required to serve as a temporary professional employee before being tendered such contract when employed by any other part of the public school system of the commonwealth.

CONTRACT RENEWAL DATES:

No temporary professional employee shall be dismissed unless rated unsatisfactory, and notification, in writing, of such unsatisfactory rating shall be furnished the employee within ten days following the date of such rating.

The continuing contract is considered to continue in force year after year.

NOTES:

Retirement:

The board of school directors may terminate the services of any professional employee who has attained to the age of 62 except a professional employee who is a member of the old age and survivors insurance system pursuant to the provisions of this act. In such case the board may terminate the services of any such professional employee at the age of 65 or at the age at which the employee becomes eligible to receive full benefits under the federal social security act.

Suspension:

Any board of school directors may suspend the necessary number of professional employees, for any of the causes hereinafter enumerated:

(1) Substantial decrease in pupil enrollment in the school district;

(2) Curtailment or alteration of the educational program on recommendation of the superintendent, concurred in by the board of school directors, approved by the department of public instruction, as a result

of substantial decline in class or course enrollments or to conform with standards of organization or educational activities required by law or recommended by the department of public instruction;

(3) Consolidation of schools, whether within a single district, through a merger of districts, or as a result of joint board agreements, when such consolidation makes it unnecessary to retain the full staff of professional employees;

(4) When new school districts are established as a result of reorganization of school districts and when such reorganization makes it unnecessary to retain the full staff of professional employees.

Whenever a board of school directors decreases the size of the staff of professional employees, the suspensions to be made shall be determined by the district superintendent on the basis of efficiency rank determined by ratings made in accordance with standards and regulations, determined by rating cards prepared by the department of public instruction, as required by the evaluation section of this act. It shall be the duty of boards of school directors to cause to be established a permanent record system, containing ratings for each professional employee employed within the district. Copies of all ratings for the year shall be transmitted to the professional employee upon his or her request, or, if any rating during the year is unsatisfactory, a copy of same shall be transmitted to the professional employee concerned. No professional employee shall be dismissed under this act unless such rating records have been kept on file by the board of school directors.

In cases in which suspensions are to be made, professional employees shall be retained on the basis of seniority rights, acquired within the school district of current employment, where no differences in ratings are found. Seniority rights shall also prevail where there is no substantial difference in rating. In cases where there are substantial differences in rating of those under consideration for suspension, seniority shall be given consideration in accordance with principals and standards of weighting incorporated in the rating cards. Where there is a merger, jointure or union district formed or when new school districts are established as the result of reorganization of school districts all professional employees shall retain the seniority rights they had at the time of such merger, jointure, union or reorganization of school districts.

No suspended employee shall be prevented from engaging in other occupation during the period of such suspension. Suspended professional employees shall be reinstated in the inverse order of their suspension. No new appointments shall be made while there are suspended professional employees available, who are professionally certified to fill such vacancies.

STATE:	Rhode Island
STATUTE:	General Laws of Rhode Island. Chapter 16, Sections 13-1 through 13-8.
SCOPE:	The term "teacher" shall be deemed to mean every person for whose position a certificate issued by the state department of education is required by law.
PROBABLE CAUSE DETERMINATION:	Governing board.
CAUSE:	No teacher shall be dismissed except for good and just cause. The school board may by reason of a substantial decrease of pupil population within the school system, suspend teachers in such numbers as are necessitated by the decrease in population.
NOTICE REQUIREMENT:	A tenured teacher upon notice of nonrenewal shall be furnished a statement of cause for dismissal or nonrenewal of his contract by the school committee; provided further, that whenever any such contract is not renewed or said teacher is dismissed, said teacher shall be entitled to a hearing pursuant to the procedures of this act. Statement of cause for dismissal shall be given the teacher in writing by the governing body of schools at least one month prior to the close of the school year. The teacher may within 15 days of such notification request in writing, a hearing before the school board.
HEARING REQUIREMENT:	The hearing shall be public or private, in the discretion of the teacher. Both teacher and school board shall be entitled to be represented by counsel and to present witnesses. The board shall keep a complete record of the hearing and shall furnish the teacher with a copy.
APPEAL REQUIREMENT:	Any teacher aggrieved by the decision of the school board shall have right of appeal to the state department of education and shall have the right of further appeal to the superior court. The appeal shall be de novo.
EVALUATION:	Not addressed.
PROBATION:	Three successive annual contracts shall be considered evidence of satisfactory teaching and shall constitute a probationary period. No such teacher shall be dismissed except for good and just cause.

Any teacher in continuing service who voluntarily resigns, and transfers to another community in Rhode Island without interrupting his professional career, shall be considered to remain under tenure unless such teacher is notified to the contrary, in writing, prior to March 1st of the second school year in which the teacher transfers.

Nontenured teachers must be given a statement of cause for dismissal or nonrenewal if they request one.

CONTRACT RENEWAL DATES:

Teaching service shall be on the basis of an annual contract, and such contract shall be deemed to be continuous unless the governing body of the school shall notify the teacher in writing, on or before March 1st, that the contract for the ensuing year will not be renewed.

Statement of cause for dismissal must be given to the teacher at least one month prior to the close of the school year.

NOTES:

Administrator Contracts: Any teacher appointed to a position of principal, assistant principal, or vice principal within a school system in which said teacher has attained tenure, shall, upon termination or resignation of such administrative position, be allowed to return to his former status as a tenured teacher within said system.

Retirement: Each teacher who has attained the age of 70 years shall be retired on the first day of the calendar month next succeeding the last day of the school year.

Suspension: Teachers may be suspended for good and just cause but if, after hearing as requested by the teacher, the teacher shall be vindicated, he shall be paid in full for the period of suspension.

A school district may suspend teachers because of a decrease in enrollment, but must rehire based on seniority.

STATE:	South Carolina
STATUTE:	Code of Laws of South Carolina. Sections 21-247 and 21-361 through 21-370.3.
SCOPE:	Teachers and all other certificated employees.
PROBABLE CAUSE DETERMINATION:	Board of trustees.
CAUSE:	A teacher may be dismissed who fails or who may be incompetent to give instruction in accordance with the directions of the superintendent or who shall be unfit for teaching. Unfitness for teaching is manifested by conduct such as but not limited to: persistent neglect of duty, willful violation of rules and regulations of district board of trustees, drunkenness, violation of the law of this state or the United States, gross immorality, any cause involving moral turpitude, dishonesty, illegal use, sale or possession of drugs or narcotics.
NOTICE REQUIREMENT:	No teacher shall be dismissed unless written notice specifying the cause of dismissal is first given the teacher by the district board of trustees and an opportunity for a hearing has been afforded the teacher. Such written notice shall include the fact that a hearing before the board is available to the teacher upon request. All notices to be given under this article by the district board shall be given to both parties and the notices to be given by a party shall be served upon the other party prior to the filing. All such notices may be served by registered mail.
HEARING REQUIREMENT:	Within fifteen days after receipt of notice of suspension or dismissal a teacher may serve upon the chairman of the board or the superintendent a written request for a hearing before the board. If the teacher fails to make such a request or after a hearing the district board of trustees shall take such action and shall enter such order as it deems lawful and appropriate. The hearing shall be held by the board not less than ten nor more than fifteen days after the request is served and a notice of the time and place of the hearing shall be given the teacher not less than five days prior to the date of the hearing. The teacher has the privilege of being present at the hearing with counsel and of cross examining witnesses and may offer evidence and witnesses and present defenses to the charges. The complainants shall initiate the introduction of evidence in substantiation of the charges. Within ten days following the hearing the board shall determine whether the evidence showed good and just cause for the notice of suspension or dismissal and shall render its decision accordingly, either affirming or withdrawing the notice of suspension or dismissal.

The hearing shall be public unless the teacher requests in writing that it be private. The district board of trustees may issue subpoenas requiring the attendance of witnesses at any hearings and at the request of the teacher against whom the charges made shall issue such subpoenas but it may limit the number of witnesses to be subpoened in behalf of the teacher to not more than ten. All testimony at a hearing shall be taken under oath. Any member of the board may administer oath to witnesses. The board shall cause a record of the proceedings to be kept and shall employ a competent reporter to take stenographic or stenotype notes of all the testimony. One-half of the cost of the reporter's attendance and services at the hearing shall be paid by the board and one-half by the teacher. Either party desiring a transcript of the hearing shall pay for the costs thereof.

Any party to such proceedings may cause or be taken the deposition of witnesses.

APPEAL REQUIREMENT:

The decision of the district board of trustees shall be final unless within thirty days an appeal is made to the court of common pleas of any county in which the major portion of the district lies. The appeal will be reviewed de novo.

Notice of such appeal shall be filed with the district board of trustees. The district board shall within thirty days file a certified copy of the transcript record with the clerk of such court. Any party may appeal to the supreme court from the court of common pleas in the same manner as provided by law for appeals from the circuit court to the supreme court. If the decision of the board is reversed on appeal on a motion of either party the trial court shall order reinstatement and shall determine the amount for which the board shall be liable for damages and court costs. In no event shall any liability extend beyond two years from the effective date of the dismissal. Amounts earned or amounts earnable with reasonable dilligence by the person wrongfully suspended shall be deducted for any back pay.

EVALUATION:

Whenever a superior principal or supervisor charged with the supervision of a teacher finds it necessary to admonish a teacher for a reason that he believes may lead to dismissal or cause the teacher not to be reemployed he shall: (1) bring the matter in writing to the attention of the teacher involved and make a reasonable effort to assist the teacher to correct whatever appears to be the cause of potential dismissal or failure to be reemployed, and (2) allow reasonable time for improvement.

PROBATION:

New teachers must serve a majority of the school year as a condition precedent to receiving continuing contract protections.

CONTRACT RENEWAL DATES: April 15th.

NOTES:

Suspension: Whenever a superintendent has reason to believe that cause exists for the dismissal of a teacher and when he is of the opinion that the immediate suspension of the teacher is necessary to protect the well-being of the children of the district or is necessary to remove substantial and material disruptive influences in the educational process in the best interest of the children of the district the superintendent may suspend the teacher without notice and without a hearing. The superintendent shall notify the teacher in writing of the suspension. Such written notice shall include the fact that a hearing before the board is available to the teacher upon request provided such request is made in writing within fifteen days.

The teacher will receive his or her usual compensation during the suspension period. The salary of a suspended teacher shall cease as of the date the board sustains the suspension. If sufficient grounds for suspension are not subsequently found the teacher shall be reinstated without loss of compensation.

STATE:	South Dakota
STATUTE:	South Dakota Compiled Laws Annotated. Sections 13-43-9.1 through 13-43-13, 13-43-26 and 13-46-1 through 13-46-7.
SCOPE:	The term "teacher" means any person engaged in the profession of teaching children, grades kindergarten through 12 in the public schools of South Dakota and any person employed in the public schools as a principal, superintendent or other administrative school employee.
PROBABLE CAUSE DETERMINATION:	School board or upon the recommendation of the superintendent.
CAUSE:	Not addressed.
NOTICE REQUIREMENT:	The school board shall notify in writing a teacher who is in or beyond the third full term of employment in the school district of its intention not to renew the teacher's contract, or the superintendent or school administrator shall so notify the teacher of any intention on his part to recommend to the board that it not renew the teacher's contract. The board, or if applicable the superintendent or other administrator, shall, as soon as practicable and upon written request of the teacher, make available to the teacher for review his personnel evaluation file, advise him in writing of the reasons on which the intention not to renew or not to recommend for renewal is based, and afford the teacher an informal, private conference before the board, or, if applicable, before the superintendent or other administrator. Not earlier than 14 days nor later than 21 days after the notice of intent such teacher shall be notified in writing by the board of the board's determination not to renew the teacher's contract for the ensuing school year. Failure by the board or superintendent to comply with these provisions shall constitute an offer on the part of the board to renew the contract for the ensuing school year under the same terms and conditions as the contract for the then current year. Different terms and conditions may be mutually agreed upon by the board and the teacher at a later time.
HEARING REQUIREMENT:	Any teacher to whom notification has been given may within seven days after the receipt of the notice, request in writing a hearing before the school board, meeting in executive session, at which hearing the board shall state the reasons for its determination. All statements made or evidence presented at any hearing in executive session will be deemed privileged communication. Such hearing shall be held by the board within seven days after the receipt of such request for

a hearing. At such hearing the teacher and the board each upon two days notice in writing to the other party may have counsel present and shall have full opportunity to present all relevant evidence. After considering all the relevant evidence the board shall sustain or revoke its original determination. Written notice of the final determination shall be delivered to that teacher within seven days after the hearing.

APPEAL REQUIREMENT:

From a decision made by any school board, or by a special committee created under any provisions of the school law relative to a school or school district matter or in respect to any act or proceeding in which such officer, board, or committee purports or assumes to act, an appeal may be taken to the circuit court by any person aggrieved, or by any party to the proceedings, or by any school district interested, within 90 days after the rendering of such decision, provided however, that all legal actions relative to bond issues must be started within ten days.

Any matter so appealed shall be entitled in the name of the aggrieved party as appellant, against the school board or special committee, as the case may be, as respondent.

Such appeal shall be taken by serving a notice of appeal upon the school board or special committee or any member thereof, and by filing such notice of appeal in the office of the clerk of the circuit court in the county in which such appeal is taken, together with a bond in the sum of $100 with two or more sureties to be approved by the clerk of said court, conditioned that appellant will pay all costs therein that may be adjudged against him. Such notice must clearly and consisely state the decision or that part of the decision appealed from.

Upon such appeal so taken, the business manager of the school district or the acting clerk of such special committee, shall, within five days thereafter, transmit to said clerk of courts a certified copy of the record of the decision appealed from and of the record of all proceedings had in respect to said matter and all original papers filed in his office and upon the failure of such person so to transmit said record he may be compelled by the circuit court so to do and may be fined for neglect or refusal to transmit the same. Such officer or clerk shall receive the usual copying fees to be taxed as part of the cost of the suit.

The trial in the circuit court shall be de novo according to the rules relating to special proceedings of a civil nature so far as such rules are applicable and not in conflict with the provisions of this chapter and the court shall enter such final judgment or order as the circumstances and every right of the case may require and such judgment or order may be

enforced by writ of execution, mandamus, or prohibition, or by attachment as for contempt.

An appeal from any such final judgment or order may be taken to the supreme court within 60 days after written notice thereof shall have been given to the party desiring to appeal, which appeal shall be perfected, heard, and determined as other appeals and civil cases.

EVALUATION:

Each school district shall adopt official standards, criteria and procedures for the evaluation of the professional performance of members of the teaching profession employed in the school district. A copy of the school board's official evaluation policy shall be forwarded to the division of elementary and secondary education. If a school board has failed to adopt and file its official evaluation policy, the evaluation policy promulgated by the commission shall become the school board's policy.

All teachers shall be evaluated and given notice of any deficiency during each semester of the first two full terms of employment.

PROBATION:

The school board shall notify in writing a teacher who is in or beyond the third full term of employment in a school district of its intention not to renew the teacher's contract.

CONTRACT RENEWAL DATES:

On or before the third Monday in March, the school board shall notify in writing the teacher who is in or beyond the third full term of employment in a school district of its intention not to renew the teacher's contract.

Contracts of employment of classroom teachers for an ensuing school year shall not be issued by a school board prior to the first day of March of the current school year.

After an offer has been created the school must by May first of the current school year submit a written contract of employment for the ensuing school year to the teacher and notify such teacher that the offer to accept such contract must be accepted within fifteen days by a signing of such contract by the teacher. If such teacher does not sign such contract within fifteen days the offer is hereby deemed to be revoked.

STATE: Tennessee

STATUTE: Tennessee Code Annotated. Title 49, Sections 1306 and 1401-1420.

SCOPE: All teachers, supervisors, principals, superintendents and all other certificated personnel employed by any local board of education.

PROBABLE CAUSE DETERMINATION: Any person making charges.

CAUSE: The causes for which a teacher may be dismissed are as follows: incompetence, inefficiency, neglect of duty, unprofessional conduct and insubordination. Teachers may also be dismissed when it becomes necessary to reduce the number of teaching positions because of a decrease in enrollment or for other good reason.

NOTICE REQUIREMENT: Charges against a teacher which would justify dismissal are to be made in writing specifically stating the offenses which are charged and shall be signed by the party or parties making the charges. Following the filing of the charges the board determines whether the charges are such a nature as to warrant dismissal.

If the board determines that the charges are of a nature to warrant dismissal the superintendent shall give the teacher a written notice of this decision together with a copy of the charges against her and a copy of a form which shall be provided by the state commissioner advising the teacher as to her legal duties, rights and recourse. When a teacher has been dismissed due to a reduction in force, the board shall give the teacher written notice of dismissal, explaining fully the circumstances or conditions making the dismissal necessary.

HEARING REQUIREMENT: Upon receipt of notice the teacher may within 20 days give written notice to the superintendent of her request for a hearing. The superintendent shall then designate a place and time for the hearing which shall not be later than thirty days following the notice demanding a hearing. The teacher may appear at the hearing and plead his cause in person or by counsel. The teacher may present witnesses and shall have a full opportunity to present his contention. Subpoena powers are available. Witnesses shall be under oath and on the request of either party may be barred from the hearing except as they are called to testify. The cost of the proceeding shall be paid by the losing party. The board shall decide the case within ten days and immediately notify the teacher of its findings and decision.

APPEAL REQUIREMENT: A tenured teacher may obtain judicial review by filing a petition in the chancery court within thirty days from receipt of the board's decision. The petitioner shall give bond for costs. The hearing shall be de novo and may be on deposition and interrogatories or on oral testimony. Any party dissatisfied with the decree of the court may, upon giving bond, appeal to the supreme court where the cause shall be heard on the transcript of the record from the chancery court.

EVALUATION: A board may determine the fitness of a teacher who has been dismissed by reduction in force for reemployment on the basis of the board's evaluation of the teacher's competence, compatibility and suitability.

PROBATION: There are two types of tenure existing under present law. Permanent tenure applies to any certificated teacher with a degree from a four-year college and who has completed a probationary period of three school years or not less than twenty-seven months within the last five-year period and the last year to be employed as a regular teacher and who is reemployed by the board for service after the probationary period. Permanent tenure extends from the time when the teacher acquires the status until such time as the teacher arrives at the maximum age for retirement.

Limited tenure applies to any teacher who is not classified as having permanent tenure but who has completed two years of college but less than a bachelors degree and holds a valid examination certificate covering the grades or subjects taught and who completes a probationary period of three school years or not less than twenty-seven months within a five-year period and who is reemployed by the board for service after the probationary period. Limited tenure extends for a limited period of time and may be extended for a like period of time by meeting certain requirements. Limited tenure however has not been available to new teachers since 1972.

During the probationary period the teacher is under observation to determine his fitness for tenure status.

CONTRACT RENEWAL DATES: Teachers shall continue in service until they have received written notice from their board of education of their dismissal or failure of reelection. Said notice must be received prior to April 15.

NOTES:

Retirement: The mandatory retirement age in Tennessee is 70 years. However, tenure status terminates at age 65.

Suspension: A superintendent may suspend a teacher at any time that may seem necessary pending investigation or final disposition of a case or pending an appeal. However, if the teacher is vindicated or reinstated, he shall be paid the full salary for the current period during which he was suspended.

Reduction in force:

A tenured teacher dismissed due to a reduction in force will be placed on a preferred list for reemployment. However, the board has the power to determine the fitness of the teacher for reemployment on the basis of the board's evaluation of the teacher's competence, compatibility and suitability.

Teacher transfer:

A teacher may be transferred from one location to another within any school system or from one type of work to another for which he is qualified and certificated whenever necessary for efficient operation of the school system. This can be done, however, only by the concurrent action of the superintendent and the board.

STATE: Texas

STATUTE: Texas Code Annotated. Texas Education Code. Sections 13.101 through Section 13.116 and 13.202.

School district participation in the continuing contract law program is optional.

SCOPE: The term "teacher" means a superintendent, principal, supervisor, classroom teacher, counselor, or other professional employee who is required to hold a valid certificate or teaching permit.

The board of trustees may grant to a person who has served as superintendent, principal, supervisor, or other person employed in any administrative position for which certification is required, at the completion of his service in such capacity, a continuing contract to serve as a teacher, and the period of service in such other capacity shall be construed as contract service as a teacher within the meaning of this subchapter.

PROBABLE CAUSE DETERMINATION: Board of trustees.

CAUSE: Any teacher, whether employed under a probationary contract or a continuing contract, may be discharged during the school year for one or more of the following reasons, which shall constitute lawful cause for dishcarge:

(1) Immorality;

(2) Conviction of any felony or other crime involving moral turpitude;

(3) Drunkenness:

(4) Repeated failure to comply with official directives and established school board policy;

(5) Physical or mental incapacity preventing performance of the contract of employment; and

(6) Repeated and continuing neglect of duty.

Any teacher employed under a continuing contract may be released at the end of any school year and his employment with the school district terminated at that time, or he may be returned to probationary contract employment for not exceeding the three succeeding school years, upon notice and hearing, if requested, for any of the following additional reasons:

(1) Inefficiency or incompetency in performance of duties;

(2) Failure to comply with such reasonable requirements as the board of trustees of the employing school district may prescribe for achieving professional improvement and growth;

(3) Willful failure to pay debts;

(4) Habitual use of addictive drugs of hallucinogens;

(5) Excessive use of alcoholic beverages;

(6) Necessary reduction of personnel by the school district. Such reductions shall be made in the reverse order of seniority in the specific teaching fields; or

(7) For good cause as determined by the local school board, good cause being the failure of a teacher to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts throughout Texas.

NOTICE REQUIREMENT:

Before any teacher shall be discharged during the year for any cause or before any probationary contract teachers shall be dismissed at the end of the school year before the end of the term fixed in his contract, or before any teacher holding a continuing contract shall be dismissed or returned to probationary contract status at the end of the school year he shall be notified in writing by the board of trustees or under its direction of the proposed action and of the grounds assigned therefor.

In the event the grounds for the proposed action relate to the inability or failure of the teacher to perform his assigned duties, the action shall be based upon the written recommendation by the superintendent of schools, filed with the board of trustees. Any teacher so discharged or dismissed or returned to probationary contract status shall be entitled, as a matter of right, to a copy of each and every evaluation report or any other memorandum in writing which has been made touching or concerning the fitness or conduct of such teacher, by requesting a copy of the same.

If the teacher upon notification of any such proposed action fails to request a hearing within 10 days thereof the board of trustees shall take such action and shall enter such order as it deems lawful and appropriate.

HEARING REQUIREMENT:

If upon written notification of the proposed action, the teacher desires to contest the same, he shall notify the board of trustees in writing within 10 days after the date of

receipt by him of the official notice above prescribed, of his desire to be heard, and he shall be given a public hearing if he wishes or if the board of trustees determines that a public hearing is necessary in the public interest.

Upon any charges based upon grounds of inefficiency or inability or failure of the teacher to perform his assigned duties, the board of trustees may in its discretion establish a committee of classroom teachers and administrators, and the teacher may request a hearing before this committee prior to hearing of the matter by the board of trustees.

Within 10 days after request for hearing made by the teacher, the board of trustees shall fix a time and place of hearing, which shall be held before the proposed action shall be effective. Such hearing shall be public unless the teacher requests in writing that it be private.

At such hearing, the teacher may employ counsel, if desired, and shall have the right to hear the evidence upon which the charges are based, to cross examine all adverse witnesses, and to present evidence in opposition thereto or in extenuation.

If the teacher is reinstated, he shall immediately be paid any compensation withheld during any period of suspension without pay. No order adverse to the teacher shall be entered except upon majority vote of the full membership of the board of trustees.

APPEAL REQUIREMENT:

Dismissal: If the board of trustees shall order the teacher discharged during the school year the teacher shall have the right to appeal such action to the commissioner of education, for review by him, provided notice of such appeal is filed with the board of trustees and a copy thereof mailed to the commissioner within 15 days after written notice of the action taken by the board of trustees shall be given to the teacher; or, the teacher may challenge the legality of such action by suit brought within the district court of any county in which such school district lies within 30 days after such notice of the action taken by the board of trustees has been given to the teacher.

Nonrenewal: If the board of trustees shall order the continuing contract status of any teacher holding such a contract abrogated at the end of any school year and such teacher returned to probationary contract status, or if the board of trustees shall order that any teacher holding a continuing contract be dismissed at the end of the school year, or that any teacher holding the probationary contract shall be dismissed at the end of the school year before the end of the employment period covered by such probationary contract, the teacher

affected by such order, after filing notice of appeal with the board of trustees, may appeal to the commissioner of education by mailing a copy of the notice of appeal to the commissioner within 15 days after written notice of the action taken by the board of trustees has been given to the teacher.

Appeals taken before the commissioner of education will be heard de novo.

Either party to an appeal to the commissioner shall have the right to appeal from his decision to the state board of education, according to the procedures prescribed by the state board of education. The decision of the state board of education shall be final on all questions of fact, but shall be subject to appeal to the district court of any county in which such school district or portion thereof lies, if the decision of the state board:

(1) Is not supported by the record of substantial evidence;

(2) Is arbitrary or capricious;

(3) Is in error in the application of existing law to the facts of the case.

EVALUATION: Teachers that are discharged or dismissed or returned to probationary contract status are entitled to every evaluation report made upon that teacher.

PROBATION: Any person who is employed as a teacher by any school district for the first time, or has not been employed by such district for three consecutive years shall be employed under a probationary contract, which shall be for a fixed term as herein stated; provided, that no such contract shall be for a term exceeding three school years beginning on September 1 next ensuing from the making of such contract; and provided further that no such contract shall be made which extends the probationary contract period beyond the end of the third consecutive school year of such teacher's employment by the school district, unless the board of trustees determines and recites that it is in doubt whether the particular teacher should be given a continuing contract, in which event the probationary contract may be made with such teacher for a term ending with the fourth consecutive school year of such teacher's employment with the school district, at which time the employment of such teacher by such school district shall be terminated, or such teacher shall be employed by a continuing contract as hereinafter provided.

The board of trustees of any school district may terminate the employment of any teacher holding a probationary contract at the end of the contract period, if in their judgment the best interests of the school district will be served thereby.

In event a teacher holding a probationary contract is notified of the intention of the board of trustees to terminate his employment at the end of his current contract period, he shall have a right upon written request to a hearing before the board of trustees, and at such hearing, the teacher shall be given the reasons for termination of his employment. After such hearing, the board of trustees may confirm or revoke its previous action of termination; but in any event the decision of the board of trustees shall be final and non-appealable.

The requirement to serve a probationary period shall not apply to any teacher who previously completed a probationary period under a contract with the school district where employed before September 1, 1967, and who is then considered to be on a permanent contract status as defined by the school district.

Any teacher employed by a school district who is performing his third, or where permitted fourth, consecutive year of service with the district under probationary contract, and who is elected to employment by the board of trustees of such district for the succeeding year, shall be notified in writing of the election to continuing contract status with such district, and such teacher shall within 30 days after such notification file with the board of trustees of the employing school district notification in writing of his acceptance of the continuing contract, beginning with the school year following the conclusion of his period of probationary contract employment. Failure of the teacher to accept the contract within such 30 day period shall be considered a refusal on the part of the teacher to accept the contract.

CONTRACT RENEWAL DATES:

Probationary Employees:

The notice of intent to terminate the employment of a probationary employee shall be given by the board of trustees to the teacher on or before April 1, preceding the end of the employment term fixed in the contract. In event of failure to give such notice of intention to terminate within the time above specified, the board of trustees shall thereby elect to employ such probationary teacher in the same capacity and under probationary contract status for the succeeding school year if the teacher has been employed by such district for less than three successive years, or in a continuing contract position if a teacher has been employed during three consecutive school years.

NOTES:

Suspension: If the proposed action be discharge of the teacher for any of the reasons of cause the teacher may be suspended without pay by order of the board of trustees, or by the superintendent

of schools if such power has been delegated to him by express regulation previously adopted by the board of trustees, but in such event the hearing shall not be delayed for more than 15 days after the request for hearing, unless by written consent of the teacher.

STATE: Utah

STATUTE: Utah Code Annotated. Sections 53-51-3 through 53-51-9.

SCOPE: "Educator" or "teacher" means all teaching and professional personnel of the school district who hold positions requiring certification and valid certificates.

PROBABLE CAUSE DETERMINATION: School district.

CAUSE: Not specifically addressed. Staff reductions are allowed when necessary to decrease the number of teachers because of decreased student enrollments in the district, because of the discontinuance of a particular service, because of the shortage of anticipated revenue after the budget has been adopted, or because of school considerations.

NOTICE REQUIREMENT:

Dismissal: In cases when the district intends to terminate an individual's contract during his contract term, the district shall give written notice of such intent to said individual. Said notice shall be given in writing served by personal delivery or by certified mail addressed to the individual's last known address. Said notice shall be given at least fifteen days prior to the proposed date of termination. It shall state the date of termination and the detailed reasons for such termination.

Nonrenewal: Notices of intention not to renew the contract of employment of an individual or of intention to terminate his contract during its term shall advise the individual that he may request an informal conference before the board or such personnel as the district may designate.

The written notice shall be served by personal delivery or by certified mail addressed to the individual's last known address. The notice shall be dated and contain a clear and concise statement that the individual's contract will not be renewed for an ensuing term and the reasons for the termination.

HEARING REQUIREMENT: At all hearings after due notice and on demand, the educator may be represented by counsel, produce witnesses, hear the testimony against him and cross examine witnesses and examine documentary evidence. Hearings may be held before the board or the board may establish the procedure whereby hearing is before examiners.

The board of education of each school district is authorized and empowered to appoint hearing examiners to conduct hearings

involving the termination of educators. The board shall establish procedures whereby such hearing examiners are appointed. The board may delegate to such hearing examiners or may enter into contracts whereby said hearing examiners may make decisions relating to the employment of the educator which shall be binding upon both the educator and the board.

The board of education of each school district shall establish orderly dismissal procedures under this act and may apply such procedures to other personnel in the district.

APPEAL REQUIREMENT: Nothing in this law shall be construed to limit the right of either the board or the educator to appeal to an appropriate court of law. The appeal shall be heard de novo.

EVALUATION: At least one month prior to issuing notice of intent not to renew the contract of the individual, the educator shall be informed of the fact that continued employment is in question and the reasons therefore and given an opportunity to correct the defects which precipitated possible nonrenewal. The individual may be granted assistance in his efforts to make correction of the deficiencies which may include informal conferences and the services of applicable school personnel within the district.

PROBATION: Not addressed.

CONTRACT RENEWAL DATES:

Dismissal: Fifteen days prior to the proposed date of termination.

Nonrenewal: At least two months before the end of the school year.

NOTES:

Suspension: The school district may include provisions in which the active service of the individual may be suspended pending a hearing when it appears that the continued employment of the individual may be harmful to students or to the district.

STATE: Vermont

STATUTE: Vermont Statutes Annotated. Title 16, Sections 1752 and 1937.

SCOPE: Not addressed.

PROBABLE CAUSE DETERMINATION: Superintendent for cases of suspension.

CAUSE: A superintendent may suspend a teacher under contract on the grounds of incompetence, conduct unbecoming a teacher, failure to attend to duties or failure to carry out reasonable orders and directions of the superintendent and school board.

NOTICE REQUIREMENT: The suspension shall be in writing and shall set forth the grounds therefor. Copies shall be delivered to the teacher, and to the chairman and to the clerk of the board of school directors. Thereafter, performance under the teacher's contract shall be suspended, but he shall be paid pro rata to the time of his dismissal by the board.

HEARING REQUIREMENT:

Nonrenewal: Should a teacher whose contract is not being renewed desire a hearing, the teacher shall so request in writing to the clerk of the school board. The teacher shall have the right to a hearing before the school directors within 15 days, may present witnesses and written evidence, and may be represented by counsel. A hearing shall be in executive session unless the teacher making the appeal requests or agrees in writing that it may be open to the public. The school board shall affirm, modify, or reverse the nonrenewal and shall issue its decision in writing within five days.

Suspension: If a teacher is suspended he shall have the right to appeal to the board of directors of the district full review of the decision. Filing a written notice of appeal with the clerk of the school board within seven days of the effective date of the suspension shall initiate the appeal. The clerk of the board shall forthwith forward a copy of the notice of appeal to the superintendent and send to the teacher an acknowledgment of receipt of their appeal.

The school board to which the appeal is directed shall hear the appeal within 10 days of receipt of notification. The teacher and the superintendent shall be advised by the clerk of the board of the time and place of hearing by written notice at least three days before the date of hearing.

All parties shall be entitled to counsel at every stage of the proceedings established by this section. Hearings shall be in executive session, unless the teacher making an appeal requests or agrees in writing that they be open to the public. The teacher making an appeal may waive in writing his right to a hearing.

Upon hearing, or if no appeal is taken, the school board shall affirm or reverse the suspension or take such other action, including dismissal, as may appear just. If the suspension, or the dismissal, is reversed, the teacher shall not suffer any loss of pay, retirement benefits, or any of the benefits to which he would otherwise have been entitled.

The decision of the school board shall be in writing and filed with the clerk of the school board not later than five days after the hearing or after the time for taking an appeal has expired. The clerk shall within three days notify the superintendent and the teacher in writing of the decision.

No action at law shall lie on the part of a teacher against any school district for breach of contract by reason of suspension or dismissal unless the procedures herein described have been followed by said teacher.

APPEAL REQUIREMENT: Not addressed. Has not been tested in the courts

EVALUATION: Not addressed.

ATION: Not addressed.

CONTRACT RENEWAL DATES: Unless otherwise negotiated, a teacher under contract to teach in a public school whose contract is not to be renewed for the ensuing year for just and sufficient cause shall be notified in writing, setting forth the grounds therefor no later than April 15.

NOTES:

Retirement: Age 60 to 70.

Suspension: See information under the Notice, Hearing and Appeal sections of this text.

STATE:	Virginia
STATUTE:	Code of Virginia. Chapter 11, Sections 22-203 and 22-217.3 through 217.8.
SCOPE:	Regularly certified professional public school personnel.
PROBABLE CAUSE DETERMINATION:	The school board upon the superintendent's recommendation.
CAUSE:	Teachers may be dismissed, suspended or placed on probation for the following reasons: incompetency; immorality; noncompliance with school laws and regulations; disability as shown by competent medical evidence; or for other good and just cause.
NOTICE REQUIREMENT:	Written notice setting forth the reasons for dismissal, suspension or placing on probation must include a statement that the teacher may request a hearing before the school board within 15 days after receiving the notice must be sent to the teacher. A personal interview with the teacher, stating the reasons for dismissal or placing on probation may be employed in lieu of such written notice.
HEARING REQUIREMENT:	The hearing before the school board, which shall be private unless the teacher requests a public one, must be set within 30 days of the request and the teacher must be given at least 15 days written notice of the time and place. At the hearing the teacher may appear with or without a representative and be heard presenting testimony of witnesses and other evidence. The school board shall give the teacher its written decision within 10 days after the hearing, together with a copy of the transcript of the proceedings, which shall be furnished without cost. A majority vote of the school board is necessary for dismissal.
APPEAL REQUIREMENT:	Scope of appeal has not been defined.
EVALUATION:	Not addressed.
PROBATION:	A probationary term of service for three years in the same county or city school system shall be required before a teacher is issued a continuing contract. Once a continuing contract status has been attained in a school division in the state, another probationary period need not be served in any other school division unless such probationary period not to exceed one year be made a part of the contract of employment.

CONTRACT RENEWAL DATES: Contracts for reemployment must be issued no later than April 15.

NOTES:

Administrator Contracts: A teacher on continuing contract appointed to the position of principal or supervisor shall serve three years in such position before acquiring continuing contract status as principal or supervisor. Continuing contract status acquired by a principal or supervisor shall not be construed (1) as prohibiting a school board from reassigning such administrative or supervisory personnel to a teaching position if notice of reassignment is given by the school board by April 15 of any year, or (2) as entitling any such principal or supervisor to the salary paid him as principal or supervisor in the case of any such reassignment to a teaching position.

Suspension: Except when a teacher is suspended because of being charged by summons, warrant, indictment or information with the commission of a crime of moral turpitude, a division superintendent or appropriate central office designee shall not suspend a teacher for a period in excess of five days unless such teacher is advised in writing of the reason for the suspension and offered an opportunity for a hearing, and in no event shall any teacher be suspended under this subsection for longer than 60 days. Any teacher so suspended shall continue to receive his or her then applicable salary unless and until the school board, after a hearing, determines otherwise.

Any teacher suspended because of being charged by summons, warrant, information or indictment with a crime of moral turpitude may be suspended with or without pay. In the event the teacher is suspended without pay, an amount equal to said teacher's salary while on suspended status shall be placed in an interest-bearing demand escrow account. Upon being found not guilty of a crime of moral turpitude or upon the dismissal or nolle prosequi of said charge, such teacher shall be reinstated with all unpaid salary and accrued interest from said escrow account less any earnings received by teacher during the period of suspension but in no event shall such payment exceed one year's salary.

In the event the teacher is found guilty by an appropriate court of a crime of moral turpitude and after all available appeals have been exhausted and such conviction is upheld, all salary during such period of suspension and accrued interest in said escrow account accumulated shall be repaid to the local school board.

No teacher shall have his or her insurance benefit suspended or terminated because of such suspension in accordance with this section.

STATE:	Washington
STATUTE:	Revised Code of Washington, Chapter 28A.58.450, 28A.58.480, 28A.58.490, 28A.58.515, 28A.67.065 and 28A67.070
SCOPE:	Teachers, principals, supervisors, superintendents, and other certificated employees.
PROBABLE CAUSE DETERMINATION:	Superintendent.
CAUSE:	Not addressed.
NOTICE REQUIREMENT:	The employee shall be notified in writing of the decision to discharge or nonrenew his contract. The notification shall specify the probable cause or causes for such action. The notice shall be served upon the employee personally or by certified or registered mail or by leaving a copy of the notice at the house of his or her usual abode with some person of suitable age and discretion. Every such employee so notified at his or her request made in writing and filed with the president, chairman of the board or secretary of the board of directors of the district within ten days after receiving such notice shall be granted opportunity for a hearing to determine if there is sufficient cause for his discharge, contract nonrenewal or other adverse action against his contract status. In the event any such notice of opportunity for hearing is not timely given or in the event cause for discharge or other adverse action is not established by a preponderance of the evidence at the hearing, such employee shall not be discharged or otherwise adversely affected in his contract status for the causes stated in the original notice for the duration of his or her contract. If such employee does not request a hearing as provided herein, such employee may be discharged or otherwise adversely affected as provided in the notice served upon the employee.
HEARING REQUIREMENT:	(1) The employee receiving a notice of probable cause for discharge or nonrenewal shall be granted the opportunity for a hearing. (2) In any request for a hearing the employee may request either an open or a closed hearing. If the employee fails to make such a request the hearing officer may determine whether the hearing shall be open or closed. (3) The employee may engage counsel who shall be entitled to represent the employee at the prehearing conference and at all subsequent proceedings. At the hearing the employee may produce such witnesses as he or she may desire.

(4) In the event that an employee requests a hearing, a hearing officer shall be appointed in the following manner: Within ten days following the receipt of the request the board of directors of the district or its designee and the employee shall each appoint one nominee, each of whom shall be a member in good standing of the Washington State Bar Association. Within five days following the appointments they shall jointly appoint a hearing officer who shall be a member in good standing of the Washington State Bar Association. Should the nominees fail to agree as to who should be appointed as the hearing officer, either the board of directors or the employee upon appropriate notice to the other party may apply to the presiding judge of the superior court for the county in which the district is located for the appointment of such hearing officer, whereupon such presiding judge shall have the duty to appoint a hearing officer who shall be a member in good standing of the Washington State Bar Association and who shall, in the judgment of the presiding judge, be qualified to fairly and impartially discharge his or her duties. The district shall pay all fees and expenses of any hearing officer selected.

(5) Within five days following the selection of a hearing officer, the board of directors or its designee shall schedule a prehearing conference to be held within such five day period. The employee shall be given written notice of the date, time and place of such prehearing conference at least three days prior to the date established for such conference.

(6) The hearing officer shall preside at any prehearing conference and: (a) issue subpoenas; (b) authorize the taking of prehearing depositions; (c) provide for additional methods of discovery; (d) establish the date for the commencement of the hearing, to be within ten days following the date of the prehearing conference, unless the employee requests a continuance.

(7) The hearing officer shall preside at any hearing and shall: (a) make rulings as to the admissibility of evidence; and (b) make other appropriate rulings.

(8) The board of directors of the district shall have the following duties and responsibilities in connection with any hearing conducted: (a) not less than a quorum of the board shall hear all of the evidence submitted during the hearing; (b) at the conclusion of the hearing, board members who have heard all of the evidence shall deliberate in private and shall reach a final decision by vote of the majority of the members participating at the hearing; (c) written notice of the final decision of the board of directors shall be sent to the employee as promptly as possible and in no event later than ten days after the conclusion of the hearing.

(9) In lieu of the hearing procedures provided above, the board at the time it schedules the preharing conference may elect, if the employee consents, to have the hearing conducted by the hearing officer without board participation and if the board so elects it shall give written notice thereof to the employee at or before the time of said prehearing conference. The hearing officer shall have the following duties at any hearing conducted by the hearing officer without board participation: (a) the hearing officer shall make rulings as to the admissibility of evidence; (b) and shall make other appropriate rulings; (c) within ten days following the conclusion of the hearing the hearing officer shall transmit in writing to the board and to the employee findings of fact and conclusions of law and final decision.

(10) Any final decision by the board or the hearing officer to nonrenew the employment contract of the employee or to discharge the employee or to take other action adverse to the employee's contract status shall be based solely upon the cause or causes specified in the notice of probable cause to the employee and shall be established by a preponderance of the evidence at the hearing to be sufficient cause or causes for such action.

(11) All subpoenas and preharing discovery orders shall be enforceable by and subject to the contempt and other equity powers of the superior court of the county in which the school district is located upon petition of any aggrieved party.

(12) A complete record shall be made of the hearing and all orders and rulings of the hearing officer and school board.

APPEAL REQUIREMENT:

Any appeal to the superior court by an employee shall be heard by the superior court without a jury. Such appeal shall be heard expeditiously. The superior court's review shall be confined to the verbatim transcript of the hearing and the papers and exhibits admitted into evidence at the hearing, except that in cases of alleged irregularities in procedure not shown in the transcript or exhibits and in cases of alleged abridgement of the employee's constitutional free speech rights the court may take additional testimony on the alleged procedural irregularities or abridgement of free speech rights. The court shall hear oral arguments and receive written briefs offered by the parties.

The court may affirm the decision of the board or hearing officer or remand the case for further proceedings or it may reverse the decision if the substantial rights of the employee may have been prejudiced because the decision was:

(1) In violation of constitutional provisions; or

(2) In excess of the statutory authority or jurisdiction of the board or hearing officer; or

(3) Made upon lawful procedure; or

(4) Affected by other error of law; or

(5) Clearly erroneous in view of the entire record as submitted and the public policy contained in the act that the legislature authorizing the decision or order; or

(6) Arbitrary or capricious.

If the court enters its judgment for the employee and if the court finds that the probable cause determination was made in bad faith or upon insufficient legal grounds, the court in its discretion may award the employee a reasonable attorney's fee for the preparation and trial of his appeal, together with his taxable costs in the superior court. If the court enters judgment for the employee in addition to ordering the school board to reinstate or issue a new contract to the employee, the court may award damages for loss of compensation incurred by the employee by reason of the action of the school district.

In the event that an employee receives a notice of probable cause stating that by reason of lack of sufficient funds or loss of levy election the employment contract of such employee should not be renewed for the next school term, the employee may appeal the probable cause determination directly to the superior court of the county in which the school district is located. The appeal shall be tried as an ordinary civil action, provided that the board of directors' determination of priorities for the expenditure of funds shall be subject to superior court review.

EVALUATION:

(1) The superintendent of public instruction shall, on or before January 1, 1977, establish minimum criteria for the evaluation of the professional performance capabilities and development of certificated classroom teachers and certificated support personnel. For classroom teachers the criteria shall be developed in the following categories: Instructional skill; classroom management, professional preparation and scholarship; effort toward improvement when needed; the handling of student discipline and attendant problems; and interest in teaching pupils and knowledge of subject matter. Such criteria shall be subject to review by November 1, 1976, by four members of the legislature, one from each caucus of each house, including the chairpersons of the respective education committees.

Every board of directors shall establish evaluative criteria and procedures for all certificated classroom teachers and certificated support personnel. The evaluative criteria must contain as a minimum the criteria established by the superintendent of public instruction pursuant to this section and must be prepared within six months following adoption of the superintendent of public instruction's minimum criteria. The district must certify to the superintendent of public instruction that evaluative criteria have been so prepared by the district.

It shall be the responsibility of a principal or his or her designee to evaluate all certificated personnel in his or her school. During each school year all classroom teachers and certificated support personnel shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty minutes. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the evaluation in writing, and shall provide the employee with a copy thereof within three days after such report is prepared. New employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment period.

Every employee whose work is judged unsatisfactory based on district evaluation criteria shall be notified in writing of stated specific areas of deficiencies along with a suggested specific and reasonable program for improvement on or before February 1st of each year. A probationary period shall be established beginning on or before February 1st and ending no later than May 1st. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency; such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to this good faith performance of such

evaluation. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the principal in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her improvement program. Lack of necessary improvement shall be specifically documented in writing with notification to the probationer and shall constitute grounds for a finding of probable cause.

The establishment of a probationary period shall not be deemed to adversely affect the contract status of an employee.

(2) Every board of directors shall establish evaluative criteria and procedures for all superintendents, principals, and other administrators. It shall be the responsibility of the district superintendent or his or her designee to evaluate all administrators. Such evaluation shall be based on the administrative position job description. Such criteria, when applicable, shall include at least the following categories: Knowledge of, experience in, and training in recognizing good professional performance, capabilities and development; school administration and management; school finance; professional preparation and scholarship; effort toward improvement when needed; interest in pupils, employees, patrons and subjects taught in school; leadership; and ability and performance of evaluation of school personnel.

(3) Each certificated employee shall have the opportunity for confidential conferences with his or her immediate supervisor on no less than two occasions in each school year. Such confidential conference shall have as its sole purpose the aiding of the administrator in his or her performance.

(4) The failure of any evaluator to evaluate or supervise or cause the evaluation or supervision of certificated employees or administrators in accordance with this section, as now or hereafter amended, when it is his or her specific assigned or delegated responsibility to do so, shall be sufficient cause for the nonrenewal of any such evaluator's contract.

PROBATION: Every person employed by a school district in a teaching or other nonsupervisory certificated position shall be subject to nonrenewal of employment contract during the first year of employment by such district.

In the event the superintendent of the school district determines that the employment contract for any provisional employee should not be renewed by the district for the next ensuing term such provisional employee shall be notified thereof in writing on or before May 15th preceding the

commencement of such school term which notification shall state the reason or reasons for such determination. Such notice shall be served upon the provisional employee personally, or by certified or registered mail, or by leaving a copy of the notice at the place of his or her usual abode with some person of suitable age and discretion then resident therein. The determination of the superintendent shall be subject to evaluation requirements.

Every such provisional employee so notified, at his or her request made in writing and filed with the superintendent of the district within ten days after receiving such notice, shall be given the opportunity to meet informally with the superintendent for the purpose of requesting the superintendent to reconsider his or her decision. Such meeting shall be held no later than ten days following the receipt of such request, and the provisional employee shall be given written notice of the date, time and place of meeting at least three days prior thereto. At such meeting the provisional employee shall be given the opportunity to refute any facts upon which the superintendent's determination was based and to make any argument in support of his or her request for reconsideration.

Within ten days following the meeting with the provisional employee, the superintendent shall either reinstate the provisional employee or shall submit to the school district board of directors for consideration at its next regular meeting a written report recommending that the employment contract of the provisional employee be nonrenewed and stating the reason or reasons therefor. A copy of such report shall be delivered to the provisional employee at least three days prior to the scheduled meeting of the board of directors. In taking action upon the recommendation of the superintendent, the board of directors shall consider any written communication which the provisional employee may file with the secretary of the board at any time prior to that meeting.

The board of directors shall notify the provisional employee in writing of its final decision within ten days following the meeting at which the superintendent's recommendation was considered. The decision of the board of directors to nonrenew the contract of a provisional employee shall be final and not subject to appeal.

CONTRACT RENEWAL DATES: May 15

NOTES:

Administrator Contracts:

Any certificated employee of a school district employed as an assistant superintendent, director, principal, assistant principal, coordinator, or in any other supervisory or administrative position, shall be subject to transfer, at the expiration of the term of his or her employment contract,

to any subordinate certificated position within the school district. "Subordinate certificated position" as used in this section shall mean any administrative or nonadministrative certificated position for which the annual compensation is less than the position currently held by the administrator.

Every superintendent determining that the best interests of the school district would be served by transferring any administrator to a subordinate certificated position shall notify that administrator in writing on or before May 15th preceding the commencement of such school term of that determination, which notification shall state the reason or reasons for the transfer, and shall identify the subordinate certificated position to which the administrator will be transferred. Such notice shall be served upon the administrator personally, or by certified or registered mail, or by leaving a copy fo the notice at the place of his or her usual abode with some person of suitable age and discretion then resident therein.

Every such administrator so notified, at his or her request made in writing and filed with the president or chairman, or secretary of the board of directors of the district within ten days after receiving such notice, shall be given the opportunity to meet informally with the board of directors in an executive session thereof for the purpose of requesting the board to reconsider the decision of the superintendent. Such board, upon receipt of such request, shall schedule the meeting for no later than the next regularly scheduled meeting of the board, and shall notify the administrator in writing of the date, time and place of the meeting at least three days prior thereto. At such meeting the administrator shall be given the opportunity to refute any facts upon which the determination was based and to make any argument in support of his or her request for reconsideration. The administrator and the board may invite their respective legal counsel to be present and to participate at the meeting. The board shall notify the administrator in writing of its final decision within ten days following its meeting with the administrator. No appeal to the courts shall lie from the final decision of the board of directors to transfer an administrator to a subordinate certificated position: Provided, that in the case of principals such transfer shall be made at the expiration of the contract year and only during the first three consecutive school years of employment as a principal by a school district; except that if any such principal has been previously employed as a principal by another school district in the state of washington for three or more consecutive school years the provisions of this section shall apply only to the first full school year of such employment.

Transfer to a subordinate position shall not be construed as an adverse action against the employee's contract.

STATE: West Virginia

STATUTE: West Virginia Code. Sections 18A-1-1 (b) and 18A-2-1 through 18A-2-8.

SCOPE: "Professional personnel" shall mean persons who meet the certification and/or licensing requirements of the state, and shall include the professional educator and other professional employees.

"Professional educators" shall be classified as:

(1) Classroom teacher:

The professional educator who has direct instructional or counseling relationship with pupils, spending the majority of his time in this capacity;

(2) Principal:

The professional educator whose duties relate to the instructional program but whose major time is devoted to responsibility for the whole of the school and the teachers and other personnel therein;

(3) Supervisor:

The professional educator who, whether by this or other appropriate title, is responsible for working primarily in the field with professional and/or other personnel in instructional and other school improvement;

(4) Central office administrator:

The superintendent, associate superintendent, assistant superintendent, and other professional educators, whether by these or other appropriate titles, who are charged with the administering and supervising of the whole or some assigned part of the total program of the county-wide school system.

"Other professional employee" shall mean that person from another profession who is properly licensed and is employed to serve the public schools.

PROBABLE CAUSE DETERMINATION: Superintendent.

CAUSE: The board may suspend or dismiss any person in its employment at any time for: immorality, incompetency, cruelty, insubordination, intemperance or wilful neglect of duty.

The continuing contract shall not operate and prevent a teacher's dismissal based on the lack of need for the teacher's services pursuant to the provisions of law relating to the

allocation of teachers and pupil-teacher ratios, but in the case of such dismissal, the teachers so dismissed shall be placed upon a preferred list in the order of their length of service with that board, and no teacher shall be employed by the board until each qualified teacher upon the preferred list, in order, shall have been offered the opportunity for reemployment. This form of dismissal is merely a suspension of the contract, not a termination thereof.

NOTICE REQUIREMENT: The board may suspend or dismiss an employee, but the charges shall be stated in writing and the employee so affected shall be given an opportunity to be heard by the board upon not less than 10 days' written notice, which charges and notice shall be served upon the employee within 5 days of the presentation of the charges to the board.

HEARING REQUIREMENT: The hearing may be held at the next regular meeting of the board or at a special meeting called for that purpose; and in any case when the board is not unanimous in its decision to suspend or dismiss, the person so suspended or dismissed shall have the right to appeal.

APPEAL REQUIREMENT: The employee shall have the right to appeal to the state superintendent of schools if the board is not unanimous in its decision. (Under Rule 1340, "Rules of Procedure for Resolving Controversies and Disputes" the appeal will be heard de novo if the parties are unable to agree upon a statement of the material facts.)

EVALUATION: Not addressed by statute. (Rule 5300(6) states that "every employee is entitled to know how well he is performing his job, and should be offered the opportunity of open and honest evaluation of his performance on a regular basis.")

PROBATION: A teacher's contract shall be for a term of not less than one nor more than three years; and if after three years of such employment, the teacher who holds a professional certificate, based on at least a Bachelor's degree, has met the qualifications for the same, and the board of education enter into a new contract of employment, it shall be a continuing contract: Provided, that any teacher holding a valid certificate with less than a Bachelor's degree who is employed in a county beyond the said three year probationary period shall upon qualifying for said professional certificate based upon a Bachelor's degree, if reemployed, be granted continuing contract status. The continuing contract of any teacher shall remain in full force and effect except as modified by mutual consent of the school board and teacher.

CONTRACT RENEWAL DATES: The continuing contract of any teacher shall remain in full force and effect except as modified by mutual consent of the

school board and the teacher unless and until terminated by a majority vote of the full membership of the board before April 1 of the then current year, after written notice, served upon the teacher, return receipt requested, stating cause or causes, and an opportunity to be heard at a meeting of the board prior to the board's action thereon.

Court decisions have held that before the board may act to either approve or disapprove a change in assignment, the employee must be given the opportunity for a hearing. The superintendent, on the other hand, is not obligated to give reasons for recommending a transfer and reassignment.

NOTES:

Suspension: The superintendent, subject only to the approval of the board, shall have the authority to assign, transfer, promote, demote or suspend school personnel.

The superintendent's authority to suspend school personnel shall be temporary only pending a hearing upon charges filed by the superintendent with the board of education and such period of suspension shall not exceed 30 days unless extended by order of the board.

STATE: Wisconsin

STATUTE: Wisconsin Statutes Annotated. Section 118.22, 118.23, and 119.42

Statutory tenure provisions apply only to teachers in school districts located in counties with population of 500,000 or more and teachers employed in the Milwaukee school district. All school districts must comply with notice requirements prior to nonrenewal of a teacher's contract.

SCOPE:

General situation:

"Teacher" means any person who holds a teacher's certificate or license issued by the state. This does not include part-time teachers or teachers employed by any board of school directors in a city of the first class.

Counties with a population of 500,000 or more:

"Teacher" means any person who holds a teacher's certificate or license who is employed full time and meets the minimum requirements prescribed by the governing board employing such person. Teacher does not include any superintendent or assistant superintendent; any teacher having civil service status; any teacher in a public school in a city of the first class; or any person who is employed by a school board during time of war.

Milwaukee: Not addressed.

PROBABLE CAUSE DETERMINATION: The school board.

CAUSE:

Counties with a population of 500,000 or more:

No teacher may be refused employment, dismissed or removed or discharged except for inefficiency or immorality, for willful and persistent violation of reasonable regulations of the governing body of the school system or school, or for other good cause.

If necessary to decrease the number of permanently employed teachers by reason of a substantial decrease of pupil population within the school district, the governing body of the school system or school may lay off the necessary number of teachers but only in the inverse order of the appointment of such teachers.

NOTICE REQUIREMENT:

General situation:

At least 15 days prior to giving written notice of refusal to renew a teacher's contract for the ensuing school year, the employing board shall inform the teacher by preliminary notice in writing that the board is considering nonrenewal of the teacher's contract and that if the teacher files a request therefor with the board within five days after receiving of preliminary notice, the teacher has the right to a private conference with the board prior to being given written notice of refusal to renew his contract.

Counties with a population of 500,000 or more:

Teachers must receive written charges based on fact preferred by the governing body or other proper officer of the school system or school in which the teacher is employed. Upon the teacher's written request and no less than 10 nor more than 30 days after receipt of notice by the teacher, the charges shall be heard and determined by the governing body of the school system or school by which the teacher is employed.

Milwaukee: A teacher who has permanent appointment shall not be discharged except for cause upon written charges.

HEARING REQUIREMENT:

General situation:

No teacher may be employed or dismissed except by a majority vote of the full membership of the board.

Counties with a population of 500,000 or more:

Upon the teacher's written request but no less than 10 nor more than 30 days after receipt of notice by the teacher, the charges shall be heard and determined by the governing body of the school system or school by which the teacher is employed. Hearings shall be public when requested by the teacher, and all proceedings shall be taken by a court reporter. All parties shall be entitled to be represented by counsel at the hearing.

Milwaukee: After 10 days written notice to the teacher of the charges and upon the teacher's written request, the charges shall be investigated, heard and determined by the board. The action of the board on the matter shall be final.

APPEAL REQUIREMENT:

Counties with a population of 500,000 or more:

The action of the governing body is final.

Milwaukee: Decision of the board is final.

EVALUATION: Not addressed.

PROBATION:

Counties with a population of 500,000 or more:

All teachers shall be employed on probation but after continuous and successful probation for three years and the gaining of the fourth contract in the same school system or school, their employment shall be permanent. All principals shall be employed on probation but after continuous and successful probation for three years and the gaining of a fourth contract in the same school system or school, their employment shall be permanent.

Upon accepting employment in another school system or school, a teacher who has acquired permanent employment shall be on probation therein for two years. After continuous and successful probation for two years and gaining the third contract in such school system or school, employment therein shall be permanent.

Milwaukee: After a successful probation by completing three years of continuous service the appointment shall be permanent during efficiency and good behavior.

CONTRACT RENEWAL DATES: March 15.

NOTES:

Administrator Contracts:

Counties with a population of 500,000 or more:

A person who has acquired tenure as a teacher shall not be deprived of tenure as a teacher by reason of his employment as a principal.

Retirement:

Counties with a population of 500,000 or more:

This law does not apply to any teacher after the close of the school year during which the teacher has attained the age of 65 years nor to any subsequent employment of such teacher.

STATE:	Wyoming
STATUTE:	Wyoming Statutes Annotated. Sections 9-276.32 and 21.1-151 through 21.1-164.
SCOPE:	"Teacher" means any person employed under contract by the board of trustees of a school district as a certified professional employee.
PROBABLE CAUSE DETERMINATION:	Superintendent or any member of the board of trustees.
CAUSE:	The board may suspend or dismiss any teacher for incompetency, neglect of duty, immorality, insubordination, or any other good or just cause. The school district may terminate the contract of any teacher at the end of the school year because of a decrease in the size of faculty due to decreased enrollment or other events beyond the control of the board.
NOTICE REQUIREMENT:	A continuing contract teacher shall be entitled to a hearing before the board within 30 days after receipt of notice of a recommendation of termination, by requesting it in writing within at least 10 days after receiving the notice. The board must submit a written notice to the teacher that suspension or dismissal proceedings shall be initiated by the superintendent or any member of the board, delivering to the teacher a written notice thereof, together with written reasons therefor.
HEARING REQUIREMENT:	Every teacher who has a dismissal or a suspension proceedings instituted against him shall have a hearing before the board on the reasons for such dismissal or suspension, unless such hearing is waived in writing by the teacher. At any such hearing conducted by the board, the teacher shall have the right to appear in person with or without counsel; shall have the right to be heard and to present testimony or witnesses and other evidence bearing on the reasons for the proposed dismissal or suspension; and shall have the right to cross examine witnesses at the hearing. No testimony shall be received from a witness except under oath or affirmation, which may be administered by any member of the board of trustees. The board shall make provisions for the recording of all evidence and testimony presented at the hearings, and such records shall be retained in the minutes of the board as a public record for a period of five years after the date of said hearing.

Any action resulting in the teacher's suspension or dismissal shall be approved by a majority of the duly elected members of the board of trustees.

APPEAL REQUIREMENT:

Appeals are governed by the Wyoming Administrative Procedures Act. Subject to the requirement that administrative remedies be exhausted and in the absence of any statutory or common-law provision precluding or limiting judicial review, any person aggrieved or adversely affected in fact by a final decision of an agency in a contested case, or by other agency action or inaction, or any person affected in fact by a rule adopted by an agency, is entitled to judicial review in the district court for the county in which the party aggrieved or adversely affected by the administrative action or inaction resides or has its principal place of business. The procedure to be followed in such proceeding before the district court shall be in accordance with rules adopted by the Wyoming supreme court.

The supreme court's authority to adopt rules governing review from agencies to the district courts shall include but not be limited to authority to determine the content of the record upon review; the pleadings to be filed; the time and manner for filing the pleadings, records and other documents; and the extent to which supplemental testimony and evidence mya be taken or considered by the district court. The rules adopted by the supreme court under this provision may supercede existing statutory provisions.

The court's review pursuant to the provisions of this section shall be limited to a determination that:

(1) The agency acted without or in excess of its powers;

(2) The decision or other agency action was procured by fraud;

(3) The decision or other agency action is in conformity with law;

(4) The findings of facts in issue in a contested case are supported by substantial evidence; and

(5) The decision or other agency action is arbitrary, capricious or characterized by abuse of discretion.

EVALUATION:

Not addressed.

PROBATION:

A continuing contract teacher is any initial contract teacher who has been employed by the same school district in the state of Wyoming for a period of three consecutive school years, and has had his contract renewed for a fourth consecutive school year; or a teacher who has achieved continuing

contract status in one district, and who, without lapse of time has taught two consecutive school years and has had his contract renewed for a third consecutive school year by the employing school district.

Any board may designate a teacher as a continuing contract teacher at any time without regard to the other provisions of this article.

CONTRACT RENEWAL DATES:

Continuing contract teachers:

A continuing contract teacher shall be notified of a recommendation of termination by the superintendent or any member of the board by giving such teacher written notice thereof, together with written reasons therefor on or before March 15 of any year.

Noncontinuing contract teachers:

An initial contract teacher who has taught in the system continuously for a period of at least 90 days shall be hired on an annual basis and shall be notified in writing of termination, if such is the case, no later than March 15 of each year.

The board must offer a contract for the ensuing year to each initial contract teacher if such is to be offered by March 15, and it must be accepted by April 15 of each year or the position will be declared open.

NOTES:

Suspension: The board may suspend or dismiss any teacher for incompetency, neglect of duty, immorality, insubordination, or any other good or just cause.